6/2/03

IN RE: PETITION FOR VARIANCE NW/C Woodbrook La. and Buchanan Rd. and E/S Estes Road 9th Election District 4th Councilmanic District (104 Woodbrook Lane) Woodbrook, LLC *Petitioners*	*	BEFORE THE DEPUTY ZONING COMMISSIONER OF BALTIMORE COUNTY CASE NO. 03-218-SPH

* * * * * * * * * * * * * * * * *

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This matter comes before this Deputy Zoning Commissioner as a Petition for Special Hearing filed by J. Carroll Holzer, attorney at law, on behalf of a group of individual residents of the neighborhood known as "Woodley". The names of those residents appear on the Petition for Special Hearing filed herein. Also participating in the filing of the petition was the Ruxton/Riderwood/Lake Roland Area Improvement Association. The special hearing request asks a series of 21 questions, all of which pertain to the manner in which the property, which is the subject of this special hearing request, is proposed to be developed. The owner of the property is the Woodbrook, LLC. Woodbrook was represented by G. Scott Barhight, attorney at law. Also appearing at the hearing representing Mr. and Mrs. Ehrhardt was Michael B. Sauer, attorney at law.

The property, which is the subject of this special hearing request, is located at the northwest corner of the intersection of Woodbrook Lane and Buchanan Road in Ruxton, located within the subdivision known as "Woodley". Specifically involved in this case are the undeveloped lots of the "Woodley" subdivision known as "Part of Lot No. 22 through Lot No. 27". Also involved in the special hearing request is a 3.7 acre parcel of land which is not part of the "Woodley" subdivision, but is contiguous to the aforementioned lots.

Appearing at the hearing on behalf of the special hearing request were many residents of the surrounding community of "Woodley", whose names appear on the Citizen's Sign-In Sheet.

6/12/03 V.R. Johnson

As stated previously, the residents were represented by J. Carroll Holzer, attorney at law. Michael Sauer, attorney at law, represented Mr. and Mrs. Dyson Ehrhardt. Appearing in response to the special hearing request were Melvin Benhoff, a representative of the Woodbrook, LLC, the owner of the property, and J. Elmer Weisheit. The Woodbrook, LLC was represented by G. Scott Barhight, attorney at law.

As stated previously, at issue in the case is the manner in which Woodbrook proposes to develop the subject property. The testimony and evidence presented at the hearing demonstrated that a single-family residential dwelling is currently under construction on Lot No. 26 of the "Woodley" subdivision. A building permit was issued by the Department of Permits & Development Management for the construction of that home, said permit being marked into evidence as Petitioners' Exhibit No. 30A. No visible construction has taken place on any of the other remaining lots within the "Woodley" subdivision that are the subject of this special hearing request. Further testimony revealed that Woodbrook is proceeding with a minor subdivision for the 3.7 acre parcel of land which is also shown on Petitioners' Exhibit 1B. The minor subdivision proposes a total of 3 lots, one of which will contain the estate home known as "Spotswood" and two other lots which will have homes constructed upon them.

The testimony of the residents who appeared in opposition to the developer's proposal indicated that they object to the construction of large single-family homes on Lot Nos. 22 through 27, given that these lots are undersized based on today's standards. The property owned by Woodbrook, LLC is split-zoned D.R.1 and D.R.2. For the most part, these zoning lines follow along the boundary lines of Lot Nos. 22 and 23 of the "Woodley" Subdivision. That portion of Lot No. 22 and all of Lot No. 23, which are owned by Woodbrook, are zoned D.R.2. The remaining portion of the Woodbrook holdings are zoned D.R.1; that is Lot No. 24 through Lot No. 27, as well as parcel 161 which comprises 3.7 acres.

6/2/03 K. Gruson

It should be noted that Lot Nos. 24, 25, 26 and 27, based upon their D.R.1 zoning classification, are all undersized lots given that they are not of sufficient size to meet the current standards applicable to lots located within the D.R.1 zone. The D.R.1 zoning classification requires a minimum net lot area of 40,000 sq. ft. and a minimum lot width of 150 ft. None of these lots satisfy these requirements and therefore, they are undersized.

Lot No. 23 and that portion of Lot No. 22 owned by Woodbrook are also undersized lots given their D.R.2 zoning classification. The D.R.2 zone requires a minimum lot area of 20,000 sq. ft. and a minimum lot width of 100 ft. These lots do not meet these standards. The remaining 3.7 acre parcel, which is also zoned D.R.1, is the subject of a minor subdivision request to create a total of three lots, one which would contain the existing historic structure known as the "Spotswood House" and the other two lots to be created would contain new single-family dwellings. The Developer presented plans to develop the site to the Department of Permits & Development Management. Woodbrook was advised that building permits could be issued for each of the undersized lots within the "Woodley Subdivision" and that a petition for minor subdivision could be processed for Parcel 161. While the review and analysis made by the Department of Permits and Development Management may have been based upon the prior practice and policy of that office, such advise was not based upon what I believe to be the current law of the State of Maryland.

DOCTRINE OF MERGER

The doctrine of merger, as it applies in zoning cases, generally prohibits the development of individual substandard lots if contiguous parcels of property have been at any relevant time in the same ownership and at the time of that ownership the combined parcel was not substandard. In other words, if several contiguous parcels or lots, each of which do not comply with present zoning standards, are in single ownership and, as combined, the single parcel is useable without

6/12/03 R. Jameson

violating zoning provisions, one of the separate, nonconforming parcels may not then or thereafter be considered nonconforming, nor may a variance be granted for that separate parcel. This is the doctrine of merger as explained by the Court of Appeals in the case *of Friends of The Ridge, et al. v. Baltimore Gas & Electric Company*, 352 Md. 645 (1999).

The uncontradicted testimony and evidence offered at the hearing before me demonstrated that there have been times throughout the history of this property when the entirety of the property (that is Lots 22 through 27 and Parcel 161) was in common ownership. The record before me reflects that in 1970, by deed dated January 7, 1970, the entirety of the property, which is the subject of this special hearing petition, was conveyed by the executor of the estate of S. James Campbell unto James C. Alban, III and Carolyn C. Alban, his wife. The deed conveying title in common ownership to the 3.7 acre parcel and part of Lot No. 22 and Lot Nos. 23-27 is recorded in the Land Records of Baltimore County in Liber 5064, Page 475. At that particular time, all of these individual lots as well as Parcel 161 were in common ownership.

Similarly, on June 1, 1977, James C. Alban, III conveyed the entirety of this property unto Robert N. McCormick and Barbara K. McCormick, his wife, which deed is recorded in the Land Records of Baltimore County in Liber 5759, Page 506.

Once again, the entirety of this property was granted and conveyed by Robert N. McCormick and Barbara K. McCormick, his wife unto Alan B. Cohen and Miriam L. Cohen, his wife, by deed dated March 5, 1979 which is recorded in the Land Records of Baltimore County in Liber 5996, Page 144. The Cohen's retained ownership of the entirety of this property in common ownership until September 12, 2002 when they conveyed the 3.7 acres of land known as "Parcel 161" unto Woodbrook LLC, the developer herein. By a deed of that same date, Alan B. Cohen and Miriam L. Cohen, his wife, conveyed the remaining undersized lots to Woodbrook, LLC in a separate deed. A determination must be made as to what effect the

6/2/03 K. Gruson

common ownership of this property from January 7, 1979 until September 12, 2002 has on the development proposal presented today.

The Maryland Court of Appeals, in the *Friends of the Ridge* case, indicated that merger occurs automatically in some jurisdictions by the mere fact of common ownership, while other jurisdictions require common ownership along with some intent on the part of the owner to use the merged property as one entity.

The State of New Jersey appears to be the leading jurisdiction wherein this doctrine of merger has been defined. See *Loechner v. Campoli*, 49 N. J. 504, 231 A.2d 553 (1967) and *Somel v. Board of Adjustment*, 277 N. J. Super. 220 (1994). New Jersey appears to follow the doctrine of automatic merger whereas the State of Connecticut requires some proof of intent on the part of the owner coupled with common ownership. See *Iannucci v. Zoning Board of Appeals*, 25 Conn. App. 85, 592 A.2d 970 (1991).

Maryland's highest Court, in the *Friends of the Ridge* case, indicated that common ownership along with some intent of merger must be present in order for merger to occur. The *Friends of the Ridge* case was unusual in that the facts presented in that case are the opposite of the facts in the case before me. In the *Friends* case, BG&E had under common ownership, contiguous parcels of land which they intended to use as one parcel in furtherance of expanding the Ivy Hill substation. The issue presented in that case was whether variance relief was necessary for setbacks to the "interior lot lines" of those contiguous parcels. The Court held that merger occurred and that smaller parcels should be considered one larger parcel. Consequently, no variance was necessary.

It is interesting to note that the Court in *Friends* spent the majority of their decision discussing the doctrine of merger as it applies to the facts presented in the case sub judice, even though that factual scenario was not present in the *Friends* case. It appears from my reading of

6/12/03 R. Jameson

the Court's decision, that the Court is waiting for a factual scenario such as this one, to present itself to them. Perhaps one day, this will be that case. As it stands now, based on my reading of the clear language of the Court of Appeals decision, that the separate lots which are the subject of the special hearing petition before me, have merged into one property.

The deeds previously mentioned in this order, without contradiction, establish common ownership of contiguous "lots".[1] Those deeds were submitted into evidence cumulatively as Petitioners' Exhibit No. 4. The facts of this case as presented demonstrate that there has been an intent of the owners of this property to merge each of these individual lots into one common ownership. The facts establish that the property is improved with a large manor home known as "Spotswood". This manor home sits in the northwest side of the 3.7 acre parcel of property. In addition, the property is improved with a large oval driveway, which provides access to the manor home from Woodbrook Lane, as well as Estes Road. The grounds around the manor home consist of a manicured lawn, trees and shrubs. These improvements, which are accessory to the manor home, exist not only on the 3.7 acre parcel of property, but also on the various other lots which surround the manor home. For these reasons, I find that there has been an intention of the prior owners of this property dating back to James C. Alban, III and Carolyn C. Alban, his wife, in 1970 and continuing up through the Cohen's ownership of the property, to use these parcels as one. For purposes of zoning review, merger has occurred.

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[1] The Court of Appeals in the ***Friends*** case, makes no distinction between the description of land as a "lot", "parcel" or "tract" as far as determining whether merger has occurred. The Court opined that those terms can be used interchangeably, stating on page 10 of their order that "In zoning, the term lot normally is generic and used interchangeably to describe parcels, tracts, pieces or sections of land." See ***Friends*** at page 10. This is important insofar as the case sub judice involves lots of record in the "Woodley Subdivision" as well as a contiguous 3.7 acre parcel that is not part of that subdivision.

6/2/03 D. Grundon

It should be noted that there is a distinction to be drawn between merger at law for title purposes as opposed to merger for zoning purposes. I agree with the testimony of Mr. J. Elmer Weisheit, the expert title attorney who testified on behalf of Woodbrook, LLC that legal merger for title purposes has not occurred. I agree that the platted lot lines may remain as shown on the plat of "Woodley". However, for zoning purposes, by virtue of the separate undersized parcels being accumulated into single ownership, a single parcel of land emerges for purposes of zoning review.

This distinction has a tremendous impact on the manner in which this property can be developed at this time. The impact of my finding that these separate lots have merged together as one for zoning purposes causes me to conclude that building permits should not be issued for each of these individual undersized lots. To allow permits to issue in this fashion results in a "resubdivision" of this land. Having found that the merger of these parcels has occurred for the reasons previously stated, it is not now appropriate for the owner to proceed with building permits on the individual undersized lots located within the "Woodley" subdivision. It also precludes the further processing of the minor subdivision of the 3.7 acre parcel. For zoning purposes, these properties shall be treated as one and the developer must proceed with the subdivision of this property through the major subdivision process utilizing today's development standards.

This is a difficult decision to render, given that a building permit has already been issued for a home on Lot No. 26, which is currently under construction. It remains to be seen whether this decision will survive appellate scrutiny. The exact manner in which this property will eventually be developed has yet to be determined. In my opinion, the developer should process a development plan for their entire land holdings. The property should be developed under current standards, as they apply to the D.R.1 and D.R.2 zoning classifications.

6/26/13 B. Jensen

It is apparent to me, that developing these undersized lots within this Woodley Subdivision with modern large scale, multi-level homes containing modern amenities, multi-car garages, large decks, etc…, would not be in character and keeping with that which exists in that neighborhood today. This is not to suggest that these types of homes should not be built. It is my opinion they should. However, in my judgment, such a home should be situated on an appropriately sized lot. This can be accomplished if the property is redeveloped in the fashion suggested in this Order. I believe my opinion may even be shared by the developer, who at one time tinkered with the idea of conveying, by easement from the 3.7 acre parcel, additional acreage to each of these undersized lots.

Along these lines, I believe it would be appropriate for Woodbrook to process a development plan during the pendency of any appeal which may follow this decision. It appears to me that the parties involved in this case have the financial ability to litigate this issue to the Court of Appeals. The Court may very well appreciate an opportunity to issue an opinion based on this factual scenario. This could take years. In the meantime, assuming Woodbrook wishes to do so, they may process a plan for Hearing Officer review during the pendency of any appeal.

THEREFORE, IT IS ORDERED, by the Deputy Zoning Commissioner for Baltimore County, this 2nd day of June, 2003, that in response to the special hearing petition filed herein, that the merging of part of Lots 22, 23 through 27 and Parcel 161, for zoning review purposes, has occurred and the subject property shall be reviewed and considered to be one parcel of land.

IT IS FURTHER ORDERED, that all other questions posed within the Petition for Special Hearing have been rendered moot by the finding made herein.

6/2/03
S. Gruber

IT IS FURTHER ORDERED, that any appeal of this decision must be made within thirty (30) days of the date of this Order.

Timothy Kotroco

TIMOTHY M. KOTROCO
DEPUTY ZONING COMMISSIONER
FOR BALTIMORE COUNTY

TMK:raj

6/12/03 D.C. Jamison

11/10/04

IN THE MATTER OF	*	BEFORE THE
THE APPLICATION OF		
RUXTON-RIDERWOOD-LAKE ROLAND	*	COUNTY BOARD OF APPEALS
IMPROVEMENT ASSN, ET AL FOR SPECIAL		
HEARING ON PROPERTY LOCATED	*	OF
ON THE NW/COR WOODBROOK LANE		
AND BUCHANAN ROAD AND E/S ESTES	*	BALTIMORE COUNTY
ROAD (104 WOODBROOK LANE)		
WOODBROOK, LLC – LEGAL OWNER	*	CASE NO. 03-218-SPH
9TH ELECTION DISTRICT		
4TH COUNCILMANIC DISTRICT	*	

* * * * * * * * * * *

ORDER OF DISMISSAL

This matter comes to the Board of Appeals by way of an appeal filed by Jennifer R. Busse, Esquire, and WHITEFORD, TAYLOR & PRESTON, L.L.P., on behalf of Woodbrook, LLC, and Mr. Melvin C. Benhoff, Jr., Property Owner, from a decision of the Deputy Zoning Commissioner dated June 2, 2003 in the subject matter.

WHEREAS, the Board is in receipt of a letter of withdrawal of appeal filed October 6, 2004 by Jennifer R. Busse, Esquire, on behalf of the Property Owner /Appellant (a copy of which is attached hereto and made a part hereof); and

WHEREAS, said Counsel for the Property Owner/Appellant requests that the appeal taken in this matter be withdrawn and dismissed as of October 6, 2004, indicating that the "parties have come to a private agreement to resolve their concerns,"

IT IS ORDERED this 10th day of November, 2004 by the County Board of Appeals of Baltimore County that the appeal taken in Case No. 03-218-SPH be and the same is hereby **DISMISSED.**

COUNTY BOARD OF APPEALS
OF BALTIMORE COUNTY

Lawrence S. Wescott, Chairman

Lawrence M. Stahl

Edward W. Crizer, Jr.

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October 4, 2004

Lawrence S. Wescott, Chairman
County Board of Appeals of Baltimore County
Room 49, Old Courthouse
400 Washington Avenue
Towson, Maryland 21204

Re: Case No. 03-218-SPH - 104 Woodbrook Lane
Withdrawal of Appeal - Woodbrook

Dear Mr. Wescott:

Please accept this letter as my client's request to withdraw the appeal in the above-referenced matter. The parties have come to a private agreement to resolve their concerns.

Thank you for your cooperation in this matter. Please feel free to contact me with any questions or concerns.

Sincerely,

Jennifer R. Busse

JRB:sll
cc: Ms. Kathleen C. Bianco
C. Victoria Woodward, Esquire
J. Carroll, Holzer, Esquire
Stephen J. Nolan, Esquire
Michael B. Sauer, Esquire
Steven A. Allen, Esquire
Mr. Melvin C. Benhoff, Jr.
G. Scott Barhight, Esquire
Sang W. Oh, Esquire

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OCT 06 2004
BALTIMORE COUNTY
BOARD OF APPEALS

Baltimore County
Zoning Commissioner

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386
Fax: 410-887-3468

June 2, 2003

J. Carroll Holzer, Esquire
Holzer & Lee
508 Fairmount Avenue
Towson, Maryland 21286

Re: Petition for Special Hearing
Case No. 03-218-SPH
Property: 104 Woodbrook Lane

Dear Mr. Holzer:

Enclosed please find the decision rendered in the above-captioned case. The petition for special hearing has been granted in accordance with the enclosed Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal within thirty (30) days from the date of the Order to the Department of Permits and Development Management. If you require additional information concerning filing an appeal, please feel free to contact our appeals clerk at 410-887-3391.

Very truly yours,

Timothy M. Kotroco
Deputy Zoning Commissioner

TMK:raj
Enclosure

Printed with Soybean Ink
on Recycled Paper

Copies to:

G. Scott Barhight, Esquire
Whiteford, Taylor & Preston, L.L.P.
210 W. Pennsylvania Avenue, Suite 400
Towson, Maryland 21204

Michael Sauer, Esquire
401 Washington Avenue, Suite 802
Towson, Maryland 21204

3/18/03

104 Woodbrook Lane
N/West corner Wookbrook Lane and
Buchanan Road and E/Side Estes Road
9th Election District
4th Councilmanic District
Legal Owner: Woodbrook, LLC

PETITION FOR SPECIAL HEARING

Case No. 03-218-SPH

* * * * * * * * * *

BEFORE THE DEPUTY ZONING

COMMISSIONER OF

BALTIMORE COUNTY

RECEIVED

MAR 18 2003

ZONING COMMISSIONER

MEMORANDUM IN LIEU OF FINAL ARGUMENT BEFORE THE DEPUTY ZONING COMMISSIONER AND APPENDIX

Petitioners Kendal S. and Steven A. Allen, et al. (those individuals and organizations specified in Attachment to Petition for Special Hearing) by and through and their attorney J. Carroll Holzer and Holzer and Lee, hereby submit this Memorandum in Lieu of Final Closing Argument before the Deputy Zoning Commissioner and say:

STATEMENT OF THE CASE

This matter has arisen as a result of the proposal of Woodbrook, LLC and its principal, Melvin Benhoff, Jr., to develop approximately five acres of land which was acquired by Woodbrook LLC in September 2002 in a mature neighborhood in Baltimore County. Woodbrook LLC proposes to develop its property by a three lot minor subdivision (two new homes, one existing) as proposed on a Preliminary Minor Subdivision Plan, prepared by W. T. Sadler Surveyors, in August, 2002 (see Exhibit 13); and to build five new homes on a portion of the property known as Lots 22-27, Woodley Subdivision Plat, dated May 19, 1952, Woodbrook, LLC (see Exhibit 11). The development of the entire property by a Minor Subdivision and separate building lots is currently not being considered by the County as one comprehensive major development because of Woodbrook LLC's attempt to treat the property as two separate parcels. Petitioners believe that the proposed development should be considered as one

comprehensive development subject to the B.C.C. Sec. 26-202, et seq. requiring a Community Input Meeting and Hearing Officer's Hearing. Further, it should comply with all current zoning and development regulations.

Because of the history of development on the site, the Petitioners, adjacent and adjoining property owners and interested neighbors, have asked the Deputy Zoning Commissioner to answer, pursuant to Sections 500.6 and 500.7 of the Baltimore County Zoning Regulations, a series of questions posed in the Special Hearing Petition in regard to the available density and the proper method of development of the subject site, by Woodbrook LLC.

On October 24, 2002, a Petition for Special Hearing was filed, which raised twentyone (21) questions to be presented to the Deputy Zoning Commissioner. Those questions are specifically set forth in the attachment to the Petition for Special Hearing, and will not be restated here.

As a result of the Petition, a Hearing was conducted by the Deputy Zoning Commissioner on January 13, 2003 and January 27, 2003. Petitioners have attached portions of that transcript as an Appendix to this Memorandum.

STATEMENT OF FACTS

Petitioners will not restate all of the facts presented, but will address only those facts relevant to the legal arguments. Attached hereto is an Appendix which includes the testimony of Steven A. Allen, 7 Buchanan Road, identified as Appendix "A". Mr. Allen, a practicing attorney qualified to render an opinion as to title history, testified as to the deed history of the subject site. He traced the deed history of the subject property from 1933 to the present (App. A, pps.16-58).

Thereafter, Peggy Squitieri, Executive Director of the of the Ruxton, Riderwood, Lake Roland Area Improvement Association, testified of her Association's concern about the density of

the proposed development and the County's failure to consider the development proposal comprehensively.

Thereafter, Mr. Harris Jones of 12 Meadow Road testified as to his objection relative to the density on the site and his concern about the architectural presentation for the subject development and concerns in regard to the increased traffic. Next, Mr. Dyson Earhart, represented by Michael Sauer, Esq., testified as to storm water management concerns from the development which will impact his property which is adjacent to the project.

Celia Bassich-Zeren of 25 Buchanan Road testified about her concerns related to storm water management and the impact of this project on her property. Dr. Thomas Smyth of 5 Buchanan Road, who resides directly across the street, testified concerning traffic issues, density issues, and "proportionality" issues. Dr. Smyth presented evidence through Petitioners' exhibits, which related the relative size of the proposed homes compared to the small lot size and indicated his objection to the development proposal. Robert Cobb of 100 Estes Road, objected to the density of the development on site.

Mr. Paul Winicki testified that he owns 23 acres adjacent to the subject property and expressed concern in regard to environmental issues and storm water issues related to the stream and drainage running through his property to Lake Roland. Much of his property is in the Maryland Environmental Trust (MET) and his gardens have been designated "historic" and placed on the National Historic Registry. His concern was the environmental effect of the subject development upon his property.

Jack Dillon testified as an expert land planner with experience in the Baltimore County Office of Planning who said that it was his opinion that a "reparcelization" has taken place and that those two projects should be considered comprehensively.

Finally, James Patton, P.E., qualified as an expert Civil Engineer and in land planning, who is familiar with the Baltimore County Zoning Regulations. (Petitioners' Exhibit 22) Patton's direct testimony can be found in Appendix "B" pages 1 through 66. His cross examination can be found on Appendix "C" pages 1 through 58.

ARGUMENT

There are several alternative reasons why the subject site should be developed under current zoning and development regulations, density and area requirements. The first ground concerns the 1952 Plat, which because of multiple lot reconfigurations and the use of the property as a single residential property since 1962 has been extinguished and abandoned. This evidence was the subject of Mr. Allen's testimony and is presented here under Sections A & B. A related argument involves "Reparcelization," which was part of Mr. Dillon's testimony presented under Section C. The final argument, which was the subject of James Patton's testimony, involves a detailed analysis of the Baltimore County Zoning Regulation. That argument is contained in Section D of this Memo. The arguments alternatively and cumulatively, lead to the same conclusion that the subject property cannot be developed as proposed by Woodbrook, LLC.

A. THE 1952 WOODLEY PLAT HAS BEEN ABANDONED, MODIFIED, OR EXTINGUISHED AND NO LONGER HAS ANY LEGAL EFFECT BECAUSE OF MULTIPLE LOT RECONFIGURATIONS WHICH HAVE TAKEN PLACE SINCE LATE 1952 AND BECAUSE OF THE USE OF THE PROPERTY AS A SINGLE RESIDENTIAL PROPERTY SINCE 1962

A property owner has no vested right to a prior zoning classification where there has been an intervening change in the zoning laws. Prince Georges County v. The Equitable Trust Company, 44 Md.App. 272, 278-80 (1979). See Steuart Petroleum Co. v. County Comm'rs, 276 Md. 435, 443-44 (1975); Rockville Fuel v. Gaithersburg, 266 Md. 117, 125 (1972); Colwell v. Howard County, 31 Md. App. 8, 15 (1976). The mere fact that the land was once zoned in a different manner than it is zoned today, does not automatically create vested rights which a

developer can exploit to avoid current zoning regulations. Prince Georges County, 44 Md. App. at 281-282.

In the instant case, zoning regulations have significantly changed since the 1952 Plat, which created partial Lot 22 and Lots 23, 24, 25, 26 and 27, each of which is significantly undersized under current zoning regulations. Woodbrook LLC, however, argues that it is entitled to build at least five houses on the undersized lots laid out in the 1952 Plat, because it claims that the 1952 plat created vested rights which it can take advantage of to avoid the effect of the current Baltimore County Zoning Regulations.[1] This theory, however, wholly ignores multiple changes and reconfigurations of the lots, and the use of the property over the last 40 to 50 years, has had a significant effect upon the continuing vitality of the 1952 Plat. Because of the reconfiguration and use of the lots over the last half-century, the 1952 Plat no longer has any legal effect.

Vested rights in platted substandard lots are lost by behavior which has the effect of abandoning individual lot lines or treats separate lots as a single parcel. 3 Rathkopp, The Law of Zoning and Planning, Section 49.83 (Release #3 9/02). This rule has recently been recognized by the Maryland Court of Special Appeals in Warren Grill v. People's Counsel For Baltimore County, Court of Special Appeals, No. 268 at p. 9, November 1, 1996 (Unpublished). In Grill, the Court of Special Appeals determined that the reconfiguration of lots within a recorded subdivision, which included recreating the boundaries of the lots, resulted in the extinguishments of the continuing validity of the plat which created the lots. Because of the changes, the plat,

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[1] Lots 24, 25, 26 and 27, are in a D.R.1 zone. Partial lot 22 and lot 23 are in a D.R. 2 Zone. A brief review of the evolution/concept of Zoning in Baltimore County from the first regulations in 1945 to the present regulations is important to this issue. In 1945, the zoning concept for residential areas was based on minimum lot area. As the zoning regulations evolved by 1972, the zoning regulations eliminated the "minimum lot area" and in its place established "density zoning" with bulk regulations relative to setbacks, etc. "Density zoning" establishes the number of dwellings permitted on a per acre basis, without specifying a minimum lot size. This matter is on point as to the various provisions of the BCZR address the evolution and conceptual changes of zoning because of the pre-existing lots of record and small tracts of land and the transition from minimum lot size to density zoning.

which had been laid out, no longer could be considered and treated as part of a validly approved plat or subdivision.[2]

In the last half century, most of the lots laid out in the 1952 Woodley Plat have been reconfigured and changed on a number of occasions. There have been multiple lot line and size adjustments and reconfiguration changes to the lots, which altered the lots from how they were laid out five decades ago. None of those changes, however, were ever incorporated into the 1952 Plat as approved amendments to the Plat, or otherwise approved by zoning or planning officials.

Moreover, for at least the last forty years, the land laid out in the 1952 Plat has been used and merged into a single parcel with the contiguous 3.7 acres, which also acquired by Woodbrook LLC in September 2002. By the time Woodbrook LLC acquired the lots and the 3.7 acres in September 2002, the full five plus acres was a single undivided residential property. Any vested right to development of the land within the lots laid out in the 1952 Plat, no longer existed as a single parcel because of changes and reconfigurations to the lots and the historic use of the property.

1. Reconfigurations And Changes To The Lots Over The Last Half Century

The 1952 Plat was approved by the Baltimore County Zoning Commission in or about May 1952. The plat created the Woodley subdivision, which included contiguous Lots 21, 22, 23, 24, 25, 26 and 27, which are bounded by Estes Road to the north, Buchanan Road to the East and Woodbrook Lane to the south.[3] Each of the lots, except for Lot 26, are bounded on their west side by the contiguous 3.7 acres of land which Woodbrook LLC acquired in September 2002 from the same grantor who simultaneously, conveyed the land laid out in 1952, which is the subject of this Petition, to Woodbrook LLC.

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[2] A copy of the opinion in Warren Grill is attached hereto as Appendix D.

[3] Woodbrook LLC does not own and is not seeking to develop Lot 21 and half of Lot 22.

- Lots 21 and 22 Were Combined Into A Single Parcel Six Months After the 1952 Plat Was Approved, Followed By The Subdivision Of Lot 22 Two Years Later.

On October 29, 1952, approximately five months after the 1952 plat was approved, Lots 21 and 22 were joined together into a single parcel, in a single deed conveyance from a common grantor. (Deed to Webb and Phylis Seibold. Book 2197, page 235). Thereafter, on December 30, 1954, Lot 22 was subdivided. Approximately one-half of the Lot 22 was subdivided out and sold to James Campbell. (Deed, Book 2631, page 523). No approval was obtained from the County, and no approved change was made to the 1952 plat with regard to joinder of Lots 21 and 22 in October 1952, or the subdivision of approximately one-half of Lot 22 on December 30, 1954.

- Lot 23 Was Enlarged and Reconfigured Through The Addition Of The Subdivided Portion Of Lot 22.

James Campbell acquired Lot 23 on December 10, 1952. (Deed, Liber 2225, page 375). The acquisition by Campbell of the subdivided portion of Lot 22 on December 30, 1954, had the effect of reconfiguring Lot 23 by enlarging it on its northern border, through the merger of the portion of Lot 22 into Lot 23. No approval was obtained from the County, and no approved change was made to the 1952 plat, with regard joinder of Lot 23 with the subdivided portions of Lots 24 and 22.

- Subdivision of Lot 24 and Further Enlargement and Reconfiguration of Lot 23.

On October 11, 1954, Lot 24 was subdivided. Approximately .08 acres, which bounded the southern line of Lot 23, was subdivided from the Lot 24 and conveyed to James Campbell, who owned Lot 23. (Deed, Liber 2619, page 429). The subdivision of Lot 24, reconfigured the size of the remaining lot conveyance of the subdivided .08 acre portion of Lot 24 to James Campbell also had the effect of further reconfiguring Lot 23 into a larger lot. No approval was obtained from the County, and no approved change was made to the 1952 Plat with regard to subdividing Lot 24 or the joinder of the .08 acre subdivided portion of Lot 24 with Lot 23.

- Lots 24 and 25 Were Combined Into A Single Parcel Three Months After the 1952 Plat Was Approved.

On August 4, 1952, Lots 24 and 25 were joined and merged into a single parcel, in a single deed conveyance from a common grantor to Guy Campbell. (Deed, Liber 2151, page 286). No approval was obtained from the County, and no approved change was made to the 1952 Plat with regard to the merger of the two lots.

- Merger Of Lots 24 and 25 By The Maryland Department of Assessments and Taxation

Not only were Lots 24 and 25 joined into a single reconfigured lot in the single deed conveyance in 1952, the Maryland Department of Assessments and Taxation ("MDAT") also combined the lots for real property tax purposes. Tax assessment records show that MDAT has treated the two lots as a single reconfigured lot of .864 acres. (Exhibit 21).

- Merger of Lots 24 and 25 With The 3.7 Acres of Contiguous Land

Guy and Grace Campbell acquired the 3.7 acres, which bound the western border of the land laid out in the 1952 Plat as Lots 24 and 25, on June 28, 1959. (Deed, Liber 1851, page 388). When the Campbell's acquired Lots 24 and 25 by way of the August 4, 1952 single deed conveyance, Lots 24 and 25 were joined with the 3.7 acres to form a single parcel.

- Merger Of Lot 27 With The 3.7 Acres

On September 9, 1952, Guy and Grace Campbell acquired Lot 27 from the same grantor from whom they also acquired Lots 24 and 25 on August 4, 1952 (Deed, Liber 2173, page 185). When the Campbells acquired Lot 27, Lot 27 and the 3.7 contiguous acres became joined into a single parcel.

- Merger of Lot 26 with Lot 27 and the 3.7 Acres

On October 5, 1954, Guy and Grace Campbell also acquired Lot 26, which is contiguous on its western side of Lot 27 and on its northern side with Lot 25. (Deed, Liber 2567, page 564). Following the acquisition of Lot 27, the Campbells owned the joined and merged 3.7 acres and contiguous Lots 24, 25 and 27, which became a single parcel.

- Merger Of Portion of Reconfigured Lot 23, Which Included the Subdivided Portions of Lots 22 and 24 With The 3.7 acres

On January 22, 1962, James and Mary Jo Campbell made a single deed conveyance of reconfigured Lot 23, which included the subdivided portions of Lots 22 and 24, which had been joined and merged into Lot 23 in 1954, to Guy and Grace Campbell, who owned the contiguous 3.7 acres and contiguous Lots 24, 25, 26 and 27. (Deed, Liber 3957, page 564). Following this conveyance, Guy and Grace Campbell owned the 3.7 acres and all of the contiguous land which had been laid out in 1952 as the portion of Lot 22 and Lots 23 to 27. The single joined and merged parcel, was thereafter used as a single family residential property for the next 40 years.

B. Use Of The 3.7 Acres And The Lots As A Single Parcel

After Guy and Grace Campbell joined and merged the 3.7 acres and the subdivided portion of Lot 22 and Lots 23, 24, 25 26 and 27, they used the unified property as a single residential property improved with one residential house. The 3.7 acres and partial Lot 22 and Lots 23, 24, 25, 26 and 27 were bounded by a hedge, which has served as a fence, delineating the land as a single property. The single family house also has a circular driveway which traverses Lots 24, 25 and 27.

On January 7, 1970, the entire property owned by the Campbells was conveyed in a single deed from James Campbell, Executor to a single grantee, James and Carolyn Alban (Deed 5064, page 475). The Albans subsequently conveyed the unified property by way of a single deed on June 1, 1977 to Robert and Barbara McCormick. (Deed, Liber 5759, page 506). The McCormicks subsequently conveyed the unified property by way of a single deed to Alan and Miriam Cohen on March 5, 1979. (Deed, Liber 5996, page 144). In the 1977 and 1979 deeds, the property description identified the 3.7 acres, partial Lot 22 and Lots 23 to 27 as "the improvements are now known as 104 Woodbrook Lane."

Alan and Miriam Cohen conveyed 104 Woodbrook Lane to Woodbrook LLC in September 2002. After 40 continuous years of the unified property being used and treated as a single residential property, the Cohens split the property into two separate parcels, one for the 3.7

acres and the other for partial Lot 22 and Lots 23 to 27. (Deeds, Liber 6825, pages 020 and 023. The property description in the deed from the Cohens conveying partial Lot 22 and Lots 23 to 27, identified the lots as comprising two "Parcels." One parcel was partial Lot 22. The second parcel was described as the joined and merged Lots 23 to 27. (Deed, Liber 6825, page 023).

Until the Cohens divided the property into two deeds to Woodbrook LLC, the property had been used as a single residential property from 1962 to 2002.

C. "Reparceliziation"

Jack Dillon qualified at the hearing as an expert in Baltimore County Planning and Zoning, land use analysis and land site evaluation (Petitioners Exhibit # 31). Mr. Dillon is currently the Executive Director of The Valleys Planning Council. He previously worked for Baltimore County Planning and Zoning for over 30 years prior to his retirement. Aside from his current position with The Valleys Planning Council, Mr. Dillon has also worked as an independent Planning and Zoning consultant since 1996.

Mr. Dillon reviewed the various sections of the Baltimore County Zoning Regulations, including Section 101 Definitions; Section 103 Applications of Zoning Regulations; Section 1B02.3 Special regulations for certain existing developments of subdivisions and for small lots of tracts in DR Zones; and Section 304 Use of Undersized Single-Family Lots. Mr. Dillon also reviewed the 2000 comprehensive zoning map (Towson 3C), the 1955 comprehensive zoning map (Towson 3C), the Baltimore County Master Plan 2010 and the recently adopted Ruxton, Riderwood, Lake Roland Area Plan. [4]Mr. Dillon also reviewed all of the deeds tracking the acquisition of all the various lots that were part of the original Woodley Subdivision.

Mr. Dillon opined that the pattern of the acquisition of the 3.7 acres and the lots laid out in the 1952 Plat demonstrated that the Campbell family intended to acquire and use the land as a

single parcel. He testified that in his opinion the interest of the Campbell family was to protect and ensure the continuation of the setting of the historic house known as "Spottswood". Mr. Dillon also noted that the main entrance to Spottswood went through Lot 27, and became a formal oval drive that looped through Lots 24 and 25. Mr. Dillon further noted that the large specimen white oak tree associated with the property is located on both the 3.7 acres and Lot 23.

Mr. Dillon opined that through use of the 3.7 acres and the land laid out as partial Lot 22 and Lots 23, 24, 25, 26 & 27 in a "reparcelization" of the land into parcels comprising the 3.7 acres, the partial Lot 22, and Lots 23 to 27. He further noted, that the reparcelization is supported by the fact that since 1955, zoning maps show that the 3.7 acres and part of Lot 24 and Lots 25, 26 and 27 have been located in a DR-1 Zone, with partial Lot 22, Lot 23 and part of Lot 24 in the DR-2 Zone.

D. <u>James Patton Analysis of the Baltimore County Zoning Regulations</u>

Patton testified on direct examination during the January 13th Hearing (Appendix B) that any development by Woodbrook, LLC of the subject site must comply with current zoning and associated density. His reasoning was expressed as follows:

Patton began his testimony with an analysis of the currently adopted Baltimore County Zoning Regulations, following in sequential order the sections applicable to the Woodley Plat.

He opined that Sec. 103 applies to this case. Paragraph One of Sec. 103.1 is set forth below:

Section 103, Application of Zoning Regulations [BCZR 1955]

> **103.1 These regulations shall apply as of the date of their adoption <u>but</u> the <u>provisions pertaining to use</u>, height, <u>area and density</u> of population <u>shall not apply to any development, subdivision or parcel of land</u>, the preliminary plan for which was <u>originally submitted to the (then) Baltimore County Planning Commission</u> (now Planning Board) <u>and approved</u> or tentatively**

---

4 Mr. Dillon testified that he was unable to locate the 1945 Zoning map.

approved (including any approval made subject to any condition or conditions) under the then existing official procedure in Baltimore County, prior to the adoption of these regulations.
The Zoning Regulations applicable to any such development, subdivision or parcel of land as aforesaid shall be the Zoning Regulations in effect at the time such plan, as aforesaid, was originally submitted to the Baltimore County Planning Commission. (Emphasis supplied)

The Plat of Woodley was recorded at G.L.B. 18 Folio 30, June 3, 1952 and reflects that it was approved by the County Planning Commission on May 27, 1952. Thus, the 1945-1955 Zoning Regulations initially appear to apply.

Sub-section 103.4 then states:

103.4 If a subdivision plan or plat approval application to any lot, other than a lot in a planned industrial park, has lapsed under the provisions of Section 26-216 of Title 26 of the Baltimore County Code, 1998, as amended, development of that lot in contravention of the use, height, area or other land use or development standards of these regulations may not be undertaken pursuant to the following provisions of these Zoning Regulations:

Section 103.1
Section 103.3
Section 1A01.3.B.2
Section 1A02.3.B.6
Section 1A03.4.B.4
Section 1A04.3.B.5
Section 1B01.1.B.2
Section 1B02.3
Section 304
[Bill No. 61-1979]

Patton opined during his testimony that the Plat of Woodley had not lapsed pursuant to Sec. 26-216 of the Baltimore County Code (Appendix B, p. 31-32) [5] and that the above quoted sections of 103.4 must be considered and applied to the Woodley Plat. Using those Sections as a

5 He offered no opinion or contradiction to the testimony of Steve Allen and Jack Dillon that the Plat of Woodley had lapsed under the theory set forth in Sub Section A and B of this Brief.

"checklist", he found that Sec. 103.1 was, as previously discussed applicable; Sec. 103.3 was not applicable because it applies to R.C. Zones; Sec. 1 A01.3.B.2 applies only to R.C.2 Zones; Sec. 1 A02.3.B.6 applies only to R.C. 3 Zones; Sec. 1 A03.4.B.4 applies only to R.C.4 Zones and Sec. 1 A04.3.B.5 applies only to R.C.5. He excluded Sec. 1 B01.1.B.2 as not applicable. He concluded that Section 1 B02.3 and Sec. 304 clearly apply to this case.

First, in reviewing Section 1 B02.3, he opined that the sections applicability providing for "Special regulations for certain existing development or subdivision and for small lots or tracts in D.R. Zones" applied to this case. The subject site contains D.R. 1 and D.R. 2 Zones.

Section 1 B02.3 provides:

> **A. In D.R. zones, contrary provisions of this article notwithstanding, the provisions of or pursuant to this subsection shall apply to the use, occupancy and development of; alteration or expansion of structures upon; and administrative procedures with respect to:**
>
> 1. **Any lot which is in a recorded residential subdivision approved by the Baltimore County Planning Board or Planning Commission and which has been used, occupied or improved in accordance with the approved subdivision plan;**
>
> 2. **Any land in a subdivision tract which was laid out in accordance with the regulations of residence zoning classifications now rescinded, for which a subdivision plan tentatively approved by the Planning Board remains in effect and which has not been used, occupied or improved in accordance with such plan;**
>
> 3. **Any lot or tract of lots in single ownership which is not in an existing development or subdivision, as described in Section A.1 or A. 2, and which is too small in gross area to accommodate six dwelling or density units in accordance with the maximum permitted density in the D.R. Zone in which such tract is located;**
>
> 4. **Any lot or tract of lots in single ownership which is not in an existing development or subdivision, as described in Subsection A.1 or A. 2, and which is less than one-half acre in area, regardless of the number of dwelling or density units permitted at the maximum permitted density in the zone in which it is located; or**

5. Any lot or tract of lots in single ownership which is in a duly recorded subdivision plat not approved by the Baltimore County Planning Board or Planning Commission.

B. Standards applicable to existing developments, etc. The minimum standards for net area, lot width, front yard depth, single-side-yard width, sum of widths of both side yards, rear yard depth and height with respect to each use in a development described in Subsection A.1 above, shall be as prescribed by the zoning regulations applicable to such use at the time the plan was approved by the Planning Board or Commission; however, the same or similar standards may be codified under Section 504, and these standards shall thereupon control in such existing developments. Development of any subdivision described in Subsection A.2 shall be in accordance with the tentatively approved subdivision plan therefor. Standards for development of lots or tracts described in Subsection A.3, A.4 or A.5 shall be as set forth in Subsection C below.

C. Development standards for small lots or tracts.

1. Any dwelling hereafter constructed on a lot or tract described in Subsection A.3 or A.4 shall comply with the requirements of the following table:

Zoning Classification	Minimum Net Lot Area per Dwelling Unit (sq. ft.)	Minimum Lot Width (Feet)	Minimum Front Yard Depth (feet)	Minimum Width of Individual Side Yard (feet)	Minimum Sum of Side Yard Widths (feet)	Minimum Rear Yard Depth (feet)
D.R.1	40,000	150	50	20	50	50
D.R.2	20,000	100	40	15	40	40
D.R.3.5	10,000	70	30	10	25	30
D.R.5.5	6,000	55	25	10	--	30
D.R.10.5	3,000	20	10	10	--	50
D.R.16	2,500	20	10	25	--	30

2. Other standards for development of small lots on tracts as so described shall be as set forth in provisions adopted pursuant to the authority of Section 504.

Analyzing these provisions, Patton concluded that Sec. 1 B02.3.A.1 applies to Lots 22, 23, 24, 25, 26, and 27 in that they are lots approved by the Planning Commission and which have

been used in accordance with the approved subdivision plan. Next, he concluded that Sec. 1 B02.3.A.3 applies to the 3.7 acre parcel. He then analyzed 1 B02.3.B and opined that the standards adopted in the "Comprehensive Manual of Development Policy", which was authorized under Sec. 504 must be applied in this case since 1 B02.3.B states "...these standards shall thereupon control in such existing developments".

Patton then stated that 1 B02.3.B specified the standards for development of lots or tracts in 1 B02.3.A.3 (the 3.7 acre parcel at issue herein) shall be developed as required in 1 B02.3.C. He concluded that the Woodley Plat lots (1 B02.3.A.1) and the 3.7 acre parcel (1 B02.3.A.3) are covered by this section (1B02.3)of the Baltimore County Zoning Regulations.

Patton then concluded that the CMDP requires that the lots must comply with DR1 and DR2 as to density and other applicable regulations as promulgated by the CMDP. (See CMDP, p. II-3 and II-4, attached as Appendix E). The CMDP also applies to the 3.7 acres parcel as to density.

Having concluded that applicable minimum standards applied to both the 3.7 parcel by Sec. 1 B02.3.C and to the lots of Woodley Plat by the CMDP, Patton posed the rhetorical question - How should this total area in common ownership by Melvin Benhoff be developed?

In response, Patton concluded that the 3.7 acre parcel and the individual Woodley lots must be considered jointly and the provisions of Sec. 304.1 must be complied with. The owner has sufficient adjoining land to conform to the width and area requirements contained in the current regulations. (304.1.C). The owner cannot invoke the "use of undersized single-family lots" for purposes of erecting dwellings.

Section 304.1 of the Baltimore County Zoning Regulations states:

> **Except as provided in Section 4A03, a one-family detached or semidetached dwelling may be erected on a lot having an area or width at the building line**

less than that required by the area regulations contained in these regulations if:

A. Such lot shall have been duly recorded either by deed or in a validly approved subdivision prior to March 30, 1955;

B. All other requirements of the height and area regulations are complied with; and

C. The owner of the lot does not own sufficient adjoining land to conform to the width and area requirements contained in these regulations.

Section 304.1 becomes applicable to the lots of the Woodley subdivision Plat because it is one of the sections contained in Sec. 103.4 which states that if the subdivision plan has not lapsed, the development must comply with Sec. 304. Therefore, Patton concluded that Sec. 304.1 is applicable to require that the platted Woodley lots be enlarged to comply with current standards by utilizing the 3.7 acre parcel.

Patton employed the proposed Minor Subdivision Plat prepared for Woodbrook, LLC and the Woodley Plat (Exh. 11) to establish that the "owner" does own sufficient adjoining land to conform to the area requirements as to both minimum lot area in square footage and minimum number of lots as to the density required for the DR-1 and DR-2 zones. He further opined that each of the lots, when taken together, do not comply with the required density of the DR-1 and Dr-2 zones.

Section 1B01.2.A.1 of the BCZR states:

A. Density controls.

1. Application of maximum density standards to tract in one zone. The maximum gross residential density permitted in any one D.R. Zone shall control only as applied to the total gross residential acreage within a subdivision tract, and shall not apply to or establish minimum areas of lots created by subdivision within such tract.

2. Application to tract divided by zone boundary. In D.R.10.5, D.R.16 or in any nonresidential zone which allows residential development, wherever a single tract is divided by a zone boundary so that portions of such tract lie within D.R. Zones of different classification, the total number of dwelling or density units permitted, as determined by multiplying the gross acreage of each portion by the maximum density permitted under Section 1B02.2 in the zone within which that portion lies and totaling the

> **results, shall be permitted without further regard to the zone boundary, and the units may be distributed over the tract as though it were in a single zone. [Bill No. 2-1992]**

It follows that while a specific lot may have a minimum lot area of 5,000 square feet complying with the "A" residence zone, the total gross residential area must comply with the 1 dwelling unit per acre for the D.R.1 zoned portion and with the 2 dwelling units per acre for the D.R.2 zoned portion. Further, the D.R.1 and D.R.2 zoned areas must be treated independently as per the Baltimore County Zoning Regulations.

For further administrative directive reference must be made to Section 1B01.3.B.2 which states in part:

> ...**It is the intent of these zoning regulations to prohibit subdivision or resubdivision of portions of a tract in a D.R. zone in a manner so as to exceed the total number of dwelling or density units allowed under the applicable D.R. zone(s) for the entire tract.**

Therefore, Patton concluded that any proposed one-family detached dwellings erected on any lots or resubdivision must comply with the current zoning and associated density. For example, with a dwelling erected on lot 26 which is 16,633 square feet, then a second dwelling within the D.R.1 zone must be placed on a lot of 70,487 square feet (the total of 87,120 square feet equaling 2 acres). This translates into combining that portion of lot 24 in D.R.1 plus lot 25, lot 27, and approximately 20,000 square feet (0.45 acres) of the Spotswood 3.7 acre tract into one lot in order to achieve the minimum/average density required. To meet the intent of the Baltimore County Zoning Regulations as they have been adopted and amended since 1945 and as applied to this tract of contiguous ownership, the lots of "Woodley" and the 3.7 acre lot of Spotswood must be re-subdivided and brought into compliance with applicable "general density, bulk, building separation, open space, and other height and area standards and regulations".

Apparently, the Baltimore County Planning Office concurred with the applicability of Sec. 304.1.C. (See Planning Office Comment, dated January 10, 2003).

CONCLUSION

Petitioners have presented two alternative theories, while differing in their approach, still arrive at the conclusion – that Woodbrook, LLC cannot proceed with their current proposal to create a 3 lot minor subdivision and separately develop the remaining lots of the Woodley Subdivision.

The Allen-Dillon theories provide solid factual and legal support for the argument that the Woodley Plat, as to the remaining lots, has been abandoned, or modified and no longer has any legal affect. Dillon's "reparcelization" is in the same vein. Nevertheless, one reaches the same result that this project must be viewed as a major subdivision and is subject to Sec. 26-202, et seq. This development must also comply with BCZR, Sec. 304.1.

The Patton theory concludes that Sections 103.4, 1B02.3, and CMDP, as well as Section 304.1 all are applicable. Further, that 1B01.2.A.1 and 1B01.3B.2 require compliance with current zoning and density requirements, and, thus, the developer must re-subdivide the lots of Woodley and the 3.7 acre lot identified as "Spotswood" in order to comply with current applicable "general density, bulk, building separation, open space, and other height and area standards and regulations."

Respectfully submitted,

J. Carroll Holzer
Attorney for Petitioners
508 Fairmount Ave.
Towson, MD 21286
410-825-6961

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13th day of March, 2003, a copy of the foregoing Memorandum of Law was mailed first class, postage pre-paid to Scott Barhight, Whiteford, Taylor, and Preston, 400 Court Towers, 210 West Pennsylvania Avenue, Towson, MD 21204.

J. Carroll Holzer

Petition for Special Hearing

to the Zoning Commissioner of Baltimore County

for the property located at 104 WOODBROOK LANE
which is presently zoned DR1 + DR2

This Petition shall be filed with the Department of Permits and Development Management. The undersigned, ~~Petitioners~~ of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Special Hearing under Section 500.7 of the Zoning Regulations of Baltimore County, to determine AND ANSWER the following questions: AND 500.6

(SEE ATTACHED - QUESTIONS PRESENTED

Property is to be posted and advertised as prescribed by the zoning regulations.
I, or we, agree to pay expenses of above Special Hearing, advertising, posting, etc. and further agree to and are to be bounded by the zoning regulations and restrictions of Baltimore County adopted pursuant to the zoning law for Baltimore County.

I/We do solemnly declare and affirm, under the penalties of perjury, that I/we are the legal owner(s) of the property which is the subject of this Petition.

Legal Owner(s):

See attached - Petitioners List
Name - Type or Print
for names & addresses
Signature

Address Telephone No.

City State Zip Code

Woodbrook, LLC.
Name - Type or Print

Signature

Name - Type or Print

Signature

215 Old Padonia Road
Address Telephone No.

Cockeysville, MD 21030
City State Zip Code

Attorney For Petitioner:

J. CARROLL HOLZER
Name - Type or Print

Signature

J. Carroll Holzer, P.A.
508 Fairmount Ave
Towson, MD 21286

410-825-6961
Telephone No.

City State Zip Code

Representative to be Contacted:

J. ELMER Weisheit, Jr.
Name

413 Brightwood Club Dr. 410-296-4343
Address Telephone No.

Lutherville MD 21093
City State Zip Code

6/2/03

Case No. 03-218-SPH

OFFICE USE ONLY

ESTIMATED LENGTH OF HEARING _____

UNAVAILABLE FOR HEARING _____

Reviewed By JNP Date 11/6/02

REV 9/15/98

PETITIONERS' LIST ATTACHMENT

Ruxton-Riderwood Lake Roland Improvement Assn., Inc.
By Executive Director Peggy Squitieri
8013 Bellona Ave.
Towson, MD 21204

Peggy Squitieri
Executive Director

Kendall S. and Steven A. Allen
7 Buchanan Road
Baltimore, Maryland 21212

Margie W. and Bruce E. Beacham
108 Woodbrook Lane
Baltimore, Maryland 21212

Joyce and Edward W. Brown, Jr.
25 Woodbrook Lane
Baltimore, Maryland 21212

Linda W. and Mark M. Caplan
6 Meadow Road
Baltimore, Maryland 21212

Marie R. and Frank Cappiello
19 Buchanan Road
Baltimore, Maryland 21212

Caroline B. and Dyson P. Ehrhardt
101 Estes Road
Baltimore, Maryland 21212

Pat and Henry R. Elsnic
21 Buchanan Road
Baltimore, Maryland 21212

Eleanor G. and Richard T. Hale
205 Woodbrook Lane
Baltimore, Maryland 21212

Mary Carol and John J. Jeppi
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Baltimore, Maryland 21212

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Liz and Edwin J. Insley
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Baltimore, Maryland 21212

Mary and Diane Markakis
24 Woodbrook Lane
Baltimore, Maryland 21212
Cecily and Bruce Matthai
221 Woodbrook Lane
Baltimore, Maryland 21212

Sayra and Neil A. Meyerhoff
9 Meadow Road
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Page W. and J. Michael Miller, III
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John M. Mordecai
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Rebecca and Robert F. Scholz
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Joan L. and Karl H. Silex
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Sheri Slezak, M.D.
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Baltimore, Maryland 21212

Karen and Paul M. Winicki
120 Woodbrook Lane
Baltimore, Maryland 21212

Celia Bassich-Zeren and
Karl J. Zeren, D.D.S.
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Baltimore, Maryland 21212

Tina T. and Thomas B. Smyth, M.D.
5 Buchanan Road
Baltimore, Maryland 21212

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ATTACHMENT - QUESTIONS PRESENTED TO PETITION FOR SPECIAL HEARING- 104 WOODBROOK LANE

Petitioners believe, based upon representations to them by Melvin Benhoff Jr. and Woodbrook, LLC, that the legal owners intended to develop 104 Woodbrook Lane by way of a 3 lot minor subdivision (2 new homes, 1 existing) as proposed on (Preliminary) Minor Subdivision Plan, prepared by W.T. Sadler Surveyors, on August 2002 (see attached and incorporated Exhibit A); and further that the legal owners of lots 22-27, Woodley Subdivision Plat, dated May 19, 1952 (see attached and incorporated Exhibit B) intend to develop lots 22-27 with 5 new homes; and

Whereas, Petitioners submit the following questions for the Zoning Commissioner to answer pursuant to Sec. 500.6 and 500.7 of BCZR and have designated the area of concern for the Special Hearing on Exhibit C attached and incorporated hereto:

1. Is Sec 304 of the BCZR applicable to the individual lots numbers 22-27 of Exhibit B, and particularly the lots in the current DR-1 zone, which vary between 16,300 sq ft to 23,000 sq. ft. each (which is substantially below the current minimum lot requirements for a DR 1 zone)?
2. The grantor to the Cohens (the predecessor to Woodbrook, LLC) conveyed the total property (Exhibit A and B) to the Cohens in 1 Deed; the Cohens created two deeds and divided the 5 ½ acre site unto a 3.7 acre parcel on which the existing house is located (the subject of proposed Minor Subdivision—Exhibit A) and the other 1.8 acre (for which the 1952 plat was prepared but upon which no houses have been built since the date of recordation—Exhibit B). Did the Developer artificially subdivide the total

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property and should the Minor Subdivision (Exhibit A.) and the 1952 Plat (Exhibit B) be considered a Major Subdivision of more than 3 lots, which would require that the major subdivision go through the complete Development process pursuant to the County Code?

3. Whether the owners purchase of ½ of Lot22 (Exhibit B) and his proposal to combine that portion with Lot23 to build 1 house constitutes an illegal subdivision and/or an illegal lot line adjustment without appropriate County review and approval?

4. Whether the proposed construction of 7 houses and the renovation of the 8th house should be treated as a major subdivision since the property has been used by 1 owner as a single residence for 50 years. Although the Cohens split the property into two segments by 2 Deeds to create a proposed Minor Subdivision of 3 lots which escapes the normal review of a major subdivision and the building of 5 houses on platted lots, the development of both (Exhibit A and B) are related as 1 development and should be so determined by the Zoning Commissioner?

5. Is not the inter relationship between the Minor Subdivision (Exhibit A) and, the 1952 Plat (Exhibit B) an established by the fact that the Developer recognizes the lots on Exhibit B are undersized and too small for the homes he intends to build and thus has added 3,000 to 4,000 square feet from the Minor Subdivision (Exhibit A) to existing lots 22, 23, 24, 25 and 27 (Exhibit B) as a "use" easement so that the lots on Exhibit B will be larger? Is not this action

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a subdivision of Exhibit A and/or a lot line adjustment, which requires County review and approval?

6. Does the Developer's action as set forth above constitute the creation of density greater than permitted in the DR-1 zone?

7. Does the proposed Development of a Minor Subdivision on Exhibit A and the lots on Exhibit B violate the Community Plan, which the Ruxton Riderwood Lake Roland Improvement Association has filed with the County? (Under that Plan the construction of 7 new homes, six of which will be in a DR zone of less than 5 acres would be inappropriate in-full development)

8. Does the construction of 7 new homes create health safety and welfare issues in regard to storm water drainage and sewage not considered by the County under Developer's current divided and segmented approach? Currently, there are no storm drains in the cul de sac on Buchanan Road which results in current flooding and water run-off problems, which will be exacerbated by the proposed development on lots 22-27. Would not the County's review be better served by a comprehensive treatment of the proposed development of Exhibit A and B as a major subdivision?

9. Does the current divided approach of the Developer avoid the study of the cumulative impact created by the proposed development and avoid a comprehensive review of both proposed developments (Exhibits A and B) as to sewage capacity of the Woodbrook Pumping Station and would this review be served by treatment of the proposed development of Exhibits A and B as a major subdivision?

03-218-SPH

10. On October 3, 2002, the builder applied for a building permit for Lot 26 (Exhibit B). The building permit has been designated by the developer as applying to 2 Buchanan Road. Because of the pendency of the application for building permit for Lot 26 should the issues related to whether or not the property can be developed in a manner inconsistent with current regulations and land usage policy need to be addressed before any further action on the application for building permit for Lot 26 takes place?
11. Is it correct that the construction of five house on the platted lots, four of which will be in a DR-1 zone of less than two acres, which is part of a subdivision in which seven houses will be in a DR-1 zone of less than five acres, would permit the developer to do something indirectly which the law would not permit him to do directly? (see Exhibit B)
12. On Exhibit B, Lots # 24 and Lots # 25 of the Woodley Record Plat have been merged and have been shown as 1 tax account and therefore one lot which would limit the development to 1 house on both lots?
13. Has Exhibit B, the Woodley Subdivision vested?
14. Has Exhibit B, the Woodley Subdivision expired?
15. Was Exhibit B, the Woodley Subdivision illegal and in violation of the County development regulations, or in the alternative, has it become so since 1952?
16. Does the purchase of only one-half of Lot 22 as described on the Record Plat (Exhibit B) without more, void the Record Plat and any development rights on Lots 22 through 27?

03-218-SPH

17. Does the proposed construction of a home on Lot 26, (Exhibit B) within 35' of the property line violate the Restrictive Covenants of the Woodley subdivision and therefore prohibit the County from issuing a permit for such construction?

18. Does the development of Lot 26 as the site for a "spec" house confirm the fact that Exhibit A is in fact a part of Exhibit B and thus requires review as a Major Subdivision?

19. Is the development for Lots 22-27 (Exhibit B) compatible with the neighborhood and the remainder of the Woodley subdivision?

20. Whether Lot 21 of the Woodley subdivision and its acquisition of a portion of Lot 22 invalidated the remaining subdivision (Exhibit B and C)?

21. Such other issues as may arise prior to and during the Hearing in this matter.

03-218-SPH

PATTON

Patton Consultants Ltd. Engineering & Site Planning

ZONING DESCRIPTION

Beginning at a point on the north side of Woodbrook Lane which is forty (40) feet wide at the distance of 1050 feet more or less west of the centerline of the nearest improved intersecting street, Charles Street, which is 70 feet wide. Thence the following courses and distances.

North 14° 40' 00" East	176.60'
By a curve to the left of Radius 167.00' and of Length 76.54'	
By a curve to the left of Radius 75.00' and of Length 37.52'	
North 40° 15' 27" West	300.22'
By a curve to the right of Radius 337.00' and of Length 85.06'	
By a curve to the left of Radius 15.00' and of Length 23.02'	
South 66° 17' 00" West	69.27'
By a curve to the left of Radius 299.12' and of Length 149.76'	
North 60° 57' 00" West	25.26'
South 36° 56' 00" West	174.73'
South 67° 52' 00 West	92.13'
South 12° 29' 00" East	71.09'
South 18° 58' 00" East	162.84'
South 41° 38' 00" East	211.91'

Thence, along the North right-of-way line of Woodbrook Lane Northeasterly 212' more or less and continuing to follow the North right-of-way line of Woodbrook Lane the following courses and distances:

North 87° 26' 00" East	91.63'
South 78° 33' 00" East	125.43'
By a curve to the left of Radius 15.00' and of Length 22.72'	

STATE OF MARYLAND JAMES STEPHEN PATTON NO. 9493 REGISTERED PROFESSIONAL ENGINEER

To the place of beginning as recorded on Record Plat GLB 18 Folio 30 as Lots 21, 22, 23, 24, 25, 26, and 27 and as recorded in Deed 16825 folio 20 (previous deed 5996 folio 144). Also known as 104 Woodbrook Lane, (as indicated in Deed 5759 folio 506) Baltimore, MD 21204 and located in the 9th Election District. Containing **6.404** Acres more or less.

305 West Chesapeake Avenue, Suite 118, Towson, Maryland 21204
410-296-2140 Fax 410-296-0419

03-2H-SPH

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 19200

DATE 11/6/02 ACCOUNT R-001-006-6150

AMOUNT $ 250.00

RECEIVED FROM: J. Carroll Holzer, P.A.

FOR: Special Hearing - 104 Woodbrook Lane
03-218-SPH

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

CASHIER'S VALIDATION

PAID RECEIPT
BUSINESS ACTUAL DATE
1 /07/2002 11/06/2002 11:39:23
REG 0001 WALKIN JRIC JRK DRAWER 1
RECEIPT # 115561 11/06/2002 OFCR
5 528 ZONING VERIFICATION
Paid Tot $250.00
250.00 CK .00 CA
Baltimore County, Maryland

BALTIMORE COUNTY, MARYLAND
OFFICE OF BUDGET & FINANCE
MISCELLANEOUS RECEIPT

No. 25502

DATE 6/9/03 ACCOUNT 001-006-6150

AMOUNT $ 300.00

RECEIVED FROM: Whiteford, Taylor & Preston

FOR: 03-218 - Appeal

104 Woodbrook Ln.

DISTRIBUTION
WHITE - CASHIER PINK - AGENCY YELLOW - CUSTOMER

PAID RECEIPT

BUSINESS	ACTUAL	TIME	DRW
6/10/2003	6/09/2003	14:17:50	4

REG WS06 WALKIN KMCM KXM
>>RECEIPT # 162041 6/10/2003 OFLN
Dept 5 528 ZONING VERIFICATION
CR NO. 025502
Recpt Tot $300.00
300.00 CK .00 CA
Baltimore County, Maryland

CASHIER'S VALIDATION

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County will hold a public hearing in Towson, Maryland on the property identified herein as follows:

Case: #03-218-SPH
104 Woodbrook Lane
N/west corner Woodbrook Lane and Buchanan Road and E/side Estes Road
9th Election District - 4th Councilmanid District
Legal Owner(s): Woodbrook, LLC

Special Hearing: to determine "Five lots of the Woodley Subdivision platted but never built upon and proposed three lots of Minor Subdivision at 104 Woodbrook Lane which total 8 houses should be considered as a Major Subdivision and subject to public hearing; density is greater than allowed; inadequacy of Woodbrook Pumping Station; no vesting of Woodley Plat."

Hearing: Monday, January 13, 2003 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue.

LAWRENCE E. SCHMIDT
Zoning Commissioner for Baltimore County
NOTES: (1) Hearings are Handicapped Accessible; for special accommodations Please Contact the Zoning Commissioner's Office at (410) 887-4386.
(2) For information concerning the File and/or Hearing, Contact the Zoning Review Office at (410) 887-3391.

C580417
12/292 Dec. 26

CERTIFICATE OF PUBLICATION

12/26/, 2002

THIS IS TO CERTIFY, that the annexed advertisement was published in the following weekly newspaper published in Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on 12/26/, 2002.

- ☒ The Jeffersonian
- ☐ Arbutus Times
- ☐ Catonsville Times
- ☐ Towson Times
- ☐ Owings Mills Times
- ☐ NE Booster/Reporter
- ☐ North County News

S. Wilkinson

LEGAL ADVERTISING

Gerhold, Cross & Etzel, Ltd.
Registered Professional Land Surveyors • Established 1906

Suite 100 • 320 East Towsontown Boulevard • Towson, Maryland 21286
Phone: (410) 823-4470 • Fax: (410) 823-4473 • www.gcelimited.com

CERTIFICATE OF POSTING

RE: CASE #03-218-SPH
PETITIONER/DEVELOPER:
WOODBROOK, LLC
DATE OF HEARING:
JANUARY 13, 2003

BALTIMORE COUNTY DEPARTMENT OF
PERMITS AND DEVELOPMENT MANAGEMENT
COUNTY OFFICE BUILDING, ROOM 111
111 WEST CHESAPEAKE AVE.
TOWSON, MARYLAND 21204

ATTENTION: REBECCA HART

LADIES AND GENTLEMEN:

THIS LETTER IS TO CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE NECESSARY SIGN(S) REQUIRED BY LAW WERE POSTED CONSPICUOUSLY ON THE PROPERTY LOCATED AT

LOCATION:
104 Woodbrook Lane
1) North side of Woodbrook Lane
2) West side of Buchanan Road



Sign #1

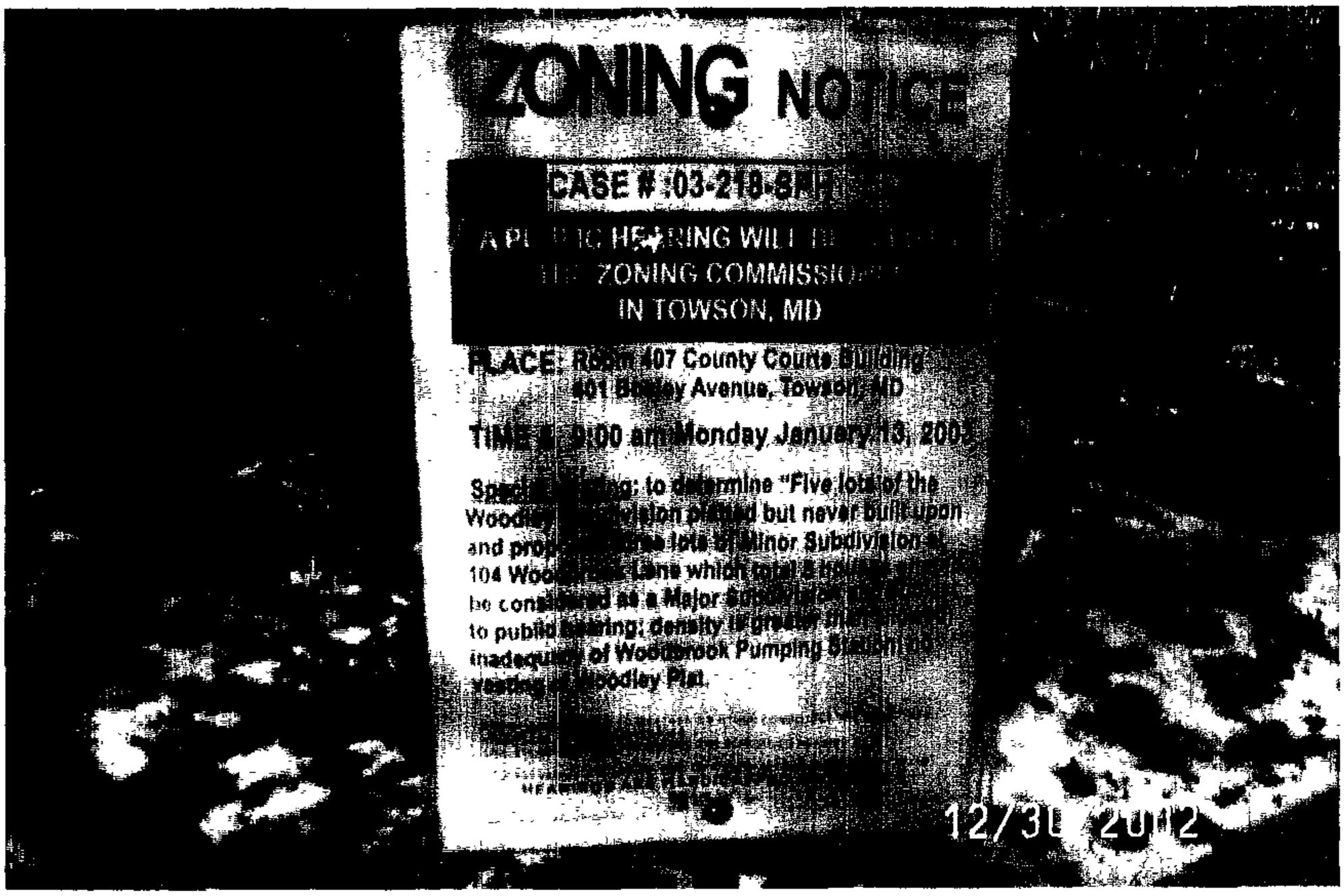
POSTED ON: December 27, 2002

DATE:
December 30, 2002

SIGNATURE OF SIGN POSTER

BRUCE DOAK

GERHOLD, CROSS & ETZEL, LTD
SUITE 100
320EAST TOWSONTOWN BLVD
TOWSON, MARYLAND 21286
410-823-4470 PHONE
410-823-4473 FAX


ZONING NOTICE
CASE #:03-218-SPH
A PUBLIC HEARING WILL BE
THE ZONING COMMISSIONER
IN TOWSON, MD
PLACE: Room 407 County Courts Building
401 Bosley Avenue, Towson, MD
TIME: 9:00 am Monday January 13, 2003
Special Hearing: to determine "Five lots of the
Woodley Subdivision platted but never built upon
and proposed three lots of Minor Subdivision
104 Woodbrook Lane which total 8 lots
be considered as a Major Subdivision
to public hearing; density is greater
inadequacy of Woodbrook Pumping Station
vested in Woodley Plat.
12/30/2012

Sign #2

APPEAL SIGN POSTING REQUEST

CASE NO.: 03-218-SPH

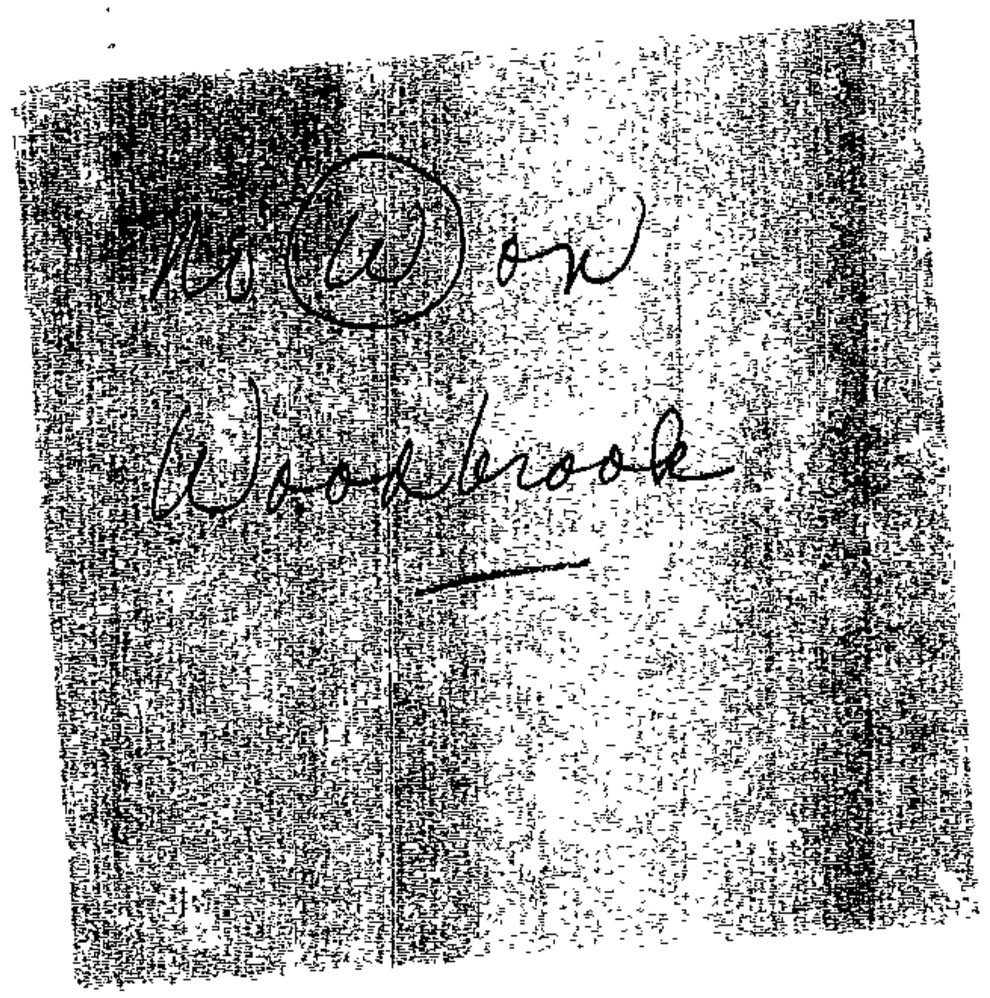
Woodbrook LLC - LEGAL OWNERS

104 Woodbrook Lane, Baltimore 21212

APPEALED: 6/6/2003

9th ELECTION DISTRICT

ATTACHMENT – (Plan to accompany Petition – Petitioner's Exhibit No. 13



26 J 10

APPEAL SIGN POSTING REQUEST

CASE NO.: 03-218-SPH

Woodbrook LLC - LEGAL OWNERS

104 Woodbrook Lane, Baltimore 21212

9th ELECTION DISTRICT APPEALED: 6/6/2003

ATTACHMENT – (Plan to accompany Petition – Petitioner's Exhibit No. 13)

**********COMPLETE AND RETURN BELOW INFORMATION*****

CERTIFICATE OF POSTING

TO: Baltimore County Board of Appeals
400 Washington Avenue, Room 49
Towson, Maryland 21204

Attention: Kathleen Bianco
Administrator

RE: Case No.: 03-218-SPH

Petitioner/Developer:

This is to certify that the necessary appeal sign was posted conspicuously on the property located at:

104 Woodbrook Lane

The sign was posted on 7/11, 2003

By: Gary Freund
(Signature of Sign Poster)

GARY FREUND
(Printed Name)

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT
ZONING REVIEW

ADVERTISING REQUIREMENTS AND PROCEDURES FOR ZONING HEARINGS

The Baltimore County Zoning Regulations (BCZR) require that notice be given to the general public/neighboring property owners relative to property which is the subject of an upcoming zoning hearing. For those petitions which require a public hearing, this notice is accomplished by posting a sign on the property (responsibility of the petitioner) and placement of a notice in a newspaper of general circulation in the County, both at least fifteen (15) days before the hearing.

Zoning Review will ensure that the legal requirements for advertising are satisfied. However, the petitioner is responsible for the costs associated with these requirements. The newspaper will bill the person listed below for the advertising. This advertising is due upon receipt and should be remitted directly to the newspaper.

OPINIONS MAY NOT BE ISSUED UNTIL ALL ADVERTISING COSTS ARE PAID.

For Newspaper Advertising:

Item Number or Case Number: 03-218-SPH

Petitioner: RUXTON-RIDERWOOD LAKE ROLAND IMP. ASSOC, INC., ET. AL.

Address or Location: 104 WOODBROOK LANE

PLEASE FORWARD ADVERTISING BILL TO:

Name: J. CARROLL HOLZER

Address: J. CARROLL HOLZER, PA
508 FAIRMOUNT AVENUE
TOWSON, MD 21286

Telephone Number: 410-825-6961

Revised 2/20/98 - SCJ

Baltimore County
Department of Permits and
Development Management

Director's Office
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
410-887-3353
Fax: 410-887-5708

November 27, 2002

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 03-218-SPH
104 Woodbrook Lane
N/west corner Woodbrook Lane and Buchanan Road and E/side Estes Road
9th Election District – 4th Councilmanic District
Legal Owner: Woodbrook, LLC

Special Hearing to determine "Five lots of the Woodley Subdivision platted but never built upon and proposed three lots of Minor Subdivision at 104 Woodbrook Lane which total 8 houses should be considered as a Major Subdivision and subject to public hearing; density is greater than allowed; inadequacy of Woodbrook Pumping Station; no vesting of Woodley Plat."

Hearings: Monday, January 13, 2003 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

Arnold Jablon
Director

AJ:rlh

C: J. Carroll Holzer, P.A., 508 Fairmount Avenue, Towson 21286
Woodbrook, LLC, 215 Old Padonia Road, Cockeysville 21030
J. Elmer Weisheit, Jr., 413 Brightwood Club Drive, Lutherville 21093

NOTES: (1) **THE PETITIONER MUST HAVE THE ZONING NOTICE SIGN POSTED BY AN APPROVED POSTER ON THE PROPERTY BY FRIDAY, DECEMBER 27, 2002.**
(2) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMMODATIONS PLEASE CALL THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(3) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Printed with Soybean Ink
on Recycled Paper

TO: PATUXENT PUBLISHING COMPANY
Thursday, December 26, 2002 Issue - Jeffersonian

Please forward billing to:
J. Carroll Holzer 410-825-6961
508 Fairmount Avenue
Towson, MD 21286

NOTICE OF ZONING HEARING

The Zoning Commissioner of Baltimore County, by authority of the Zoning Act and Regulations of Baltimore County, will hold a public hearing in Towson, Maryland on the property identified herein as follows:

CASE NUMBER: 03-218-SPH
104 Woodbrook Lane
N/west corner Woodbrook Lane and Buchanan Road and E/side Estes Road
9th Election District – 4th Councilmanic District
Legal Owner: Woodbrook, LLC

Special Hearing to determine "Five lots of the Woodley Subdivision platted but never built upon and proposed three lots of Minor Subdivision at 104 Woodbrook Lane which total 8 houses should be considered as a Major Subdivision and subject to public hearing; density is greater than allowed; inadequacy of Woodbrook Pumping Station; no vesting of Woodley Plat."

Hearings: Monday, January 13, 2003 at 9:00 a.m. in Room 407, County Courts Building, 401 Bosley Avenue

Lawrence E. Schmidt

LAWRENCE E. SCHMIDT
ZONING COMMISSIONER FOR BALTIMORE COUNTY

NOTES: (1) HEARINGS ARE HANDICAPPED ACCESSIBLE; FOR SPECIAL ACCOMODATIONS, PLEASE CONTACT THE ZONING COMMISSIONER'S OFFICE AT 410-887-4386.
(2) FOR INFORMATION CONCERNING THE FILE AND/OR HEARING, CONTACT THE ZONING REVIEW OFFICE AT 410-887-3391.

Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

January 10, 2003

J. Carroll Holzer, P.A.
508 Fairmount Avenue
Towson, MD 21286

Dear Mr. Holzer:

RE: Case Number: 03-218-SPH, 104 Woodbrook Lane

The above referenced petition was accepted for processing by the Bureau of Zoning Review, Department of Permits and Development Management (PDM) on November 6, 2002.

The Zoning Advisory Committee (ZAC), which consists of representatives from several approval agencies, has reviewed the plans that were submitted with your petition. All comments submitted thus far from the members of the ZAC are attached. These comments are not intended to indicate the appropriateness of the zoning action requested, but to ensure that all parties (zoning commissioner, attorney, petitioner, etc.) are made aware of plans or problems with regard to the proposed improvements that may have a bearing on this case. All comments will be placed in the permanent case file.

If you need further information or have any questions, please do not hesitate to contact the commenting agency.

Very truly yours,

W. Carl Richards, Jr.
Supervisor, Zoning Review

WCR:rlh

Enclosures

c: People's Counsel
Woodbrook, LLC, 215 Old Padonia Road, Cockeysville 21030

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on Recycled Paper

BALTIMORE COUNTY, MARYLAND

INTEROFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits &
Development Management

DATE: January 16, 2003

FROM: Robert W. Bowling, Supervisor
Bureau of Development Plans
Review

SUBJECT: Zoning Advisory Committee Meeting
For December 2, 2002
Item Nos. 215, 216, 217, 218, 219,
220, and 223

The Bureau of Development Plans Review has reviewed the subject-zoning items, and we have no comments.

RWB:CEN:jrb

cc: File

ZAC-12-2-2002-NO COMMENT ITEMS-01162003

Maryland Department of Transportation
State Highway Administration

Parris N. Glendening
Governor

John D. Porcari
Secretary

Parker F. Williams
Administrator

Date: 11.27.02

Mr. George Zahner
Baltimore County Office of
Permits and Development Management
County Office Building, Room 109
Towson, Maryland 21204

RE: Baltimore County
Item No. 218 JHP

Dear. Mr. Zahner:

This office has reviewed the referenced item and we have no objection to approval as it does not access a State roadway and is not affected by any State Highway Administration projects.

Should you have any questions regarding this matter, please contact Larry Gredlein at 410-545-5606 or by E-mail at (lgredlein@sha.state.md.us).

Very truly yours,

K. A. McDonald

for Kenneth A. McDonald Jr., Chief
Engineering Access Permits Division

My telephone number is _____

Maryland Relay Service for Impaired Hearing or Speech
1-800-735-2258 Statewide Toll Free

Mailing Address: P.O. Box 717 • Baltimore, MD 21203-0717
Street Address: 707 North Calvert Street • Baltimore, Maryland 21202

Baltimore County
Fire Department

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4880

November 26, 2002

Department of Permits and
Development Management (PDM)
County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

ATTENTION: George Zahner

Distribution Meeting of November 25, 2002

Dear Mr. Zahner:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

7. The Fire Marshal's Office has no comments at this time, in reference to the following items:
214-223 218

REVIEWER: LIEUTENANT JIM MEZICK, Fire Marshal's Office
PHONE 887-4881, MS-1102F

cc: File

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Visit the County's Website at www.baltimorecountyonline.info

Baltimore County
Fire Department

Office of the Fire Marshal
700 East Joppa Road
Towson, Maryland 21286-5500
410-887-4880

November 20, 2002

Department of Permits and
Development Management (PDM)
County Office Building, Room 111
Mail Stop #1105
111 West Chesapeake Avenue
Towson, Maryland 21204

ATTENTION: George Zahner

Property Owner:

Location:

Item No.: ZAC Dist. Meeting of 11/18/2002

Dear Mr. Zahner:

Pursuant to your request, the referenced property has been surveyed by this Bureau and the comments below are applicable and required to be corrected or incorporated into the final plans for the property.

7. The Fire Marshal's Office has no comments at this time, in reference to the following items:
203-209, 211-227

28

REVIEWER: LIEUTENANT JIM MEZICK, Fire Marshal's Office
PHONE 887-4881, MS-1102F

cc: File

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Visit the County's Website at www.baltimorecountyonline.info

Parris N. Glendening
Governor
Kathleen Kennedy Townsend
Lt. Governor

MDP
Maryland Department of Planning

Roy W. Kienitz
Secretary
Mary Abrams
Deputy Secretary

December 2, 2002

Mr. George Zahner
Baltimore County Department of Permits and Development Management
County Office Building
111 West Chesapeake Avenue
Room 111, Mail Stop # 1105
Towson MD 21204

Re: **Zoning Advisory Committee Agenda 12/2/02 re: Case numbers 03-214-SPHA, 03-215-SPH, 03-216-A, 03-217-A, 03-218-SPH, 03-219-SPHA, 03-220-A, 03-221-SPH, 03-222-A, 03-223-SPH**

Dear Mr. Zahner:

The Maryland Department of Planning has received the above-referenced information on 11/26/02. The information has been submitted to Mr. Mike Nortrup.

Thank you for your cooperation in this review process. Please contact me at 410.767.4550 or the above noted reviewer if you have any questions.

Sincerely,

James R. Gatto
Manager
Metropolitan Planning
Local Planning Assistance Unit

cc: Mike Nortrup

RE:	PETITION FOR SPECIAL HEARING 104 Woodbrook Lane; NW corner of	*	BEFORE THE
	Woodbrook Lane & Buchanan Rd & E/side Estes Road	*	ZONING COMMISSIONER
	9th Election District 4th Councilmanic District	*	FOR
	Legal Owner: Woodbrook, LLC Contract Purchaser: Ruxton-Riderwood Lake	*	BALTIMORE COUNTY
	Roland Improvement Assoc., Inc, et al. Petitioner(s)	*	03-218-SPH

* * * * * * * * * * * * *

ENTRY OF APPEARANCE

Please enter the appearance of People's Counsel in the above-captioned matter. Notice should be sent of any hearing dates or other proceedings in this matter and the passage of any preliminary or final Order. All parties should copy People's Counsel on all correspondence sent/ documentation filed in the case.

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

Carole S. Demilio
CAROLE S. DEMILIO
Deputy People's Counsel
Old Courthouse, Room 47
400 Washington Avenue
Towson, MD 21204
(410) 887-2188

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 26th day of November, 2002, a copy of the foregoing Entry of Appearance was mailed to J. Elmer Weisheit, Jr, 413 Brightwood Club Drive, Lutherville, MD 21093 and to J. Carroll Holzer, P.A., 508 Fairmount Avenue, Towson, MD 21204, Attorney for Petitioner(s).

Peter Max Zimmerman
PETER MAX ZIMMERMAN
People's Counsel for Baltimore County

RECEIVED
NOV 26 2002
By

JNP
Intake Planner

10/29/02
Date Assigned

DROP-OFF PETITIONS PROCESSING CHECK-OFF

☑ **Two Questions Answered on Cover Sheet:**
Any previous reviews in the zoning office? ~~No~~ NO (verified) ~~Yes~~
Any current building or zoning violations on site? NO (verified)

☑ **Petition Form Matches Plat in these areas:**
Address ✓
Zoning ✓
Legal Owner(s) ~~(No SIGNATURES)~~ ✓
Contract Purchaser(s) (NO SIGNATURES) Needs Signatures from Assoc. ✓
Request (if listed on plat) N/A

☑ **Petition Form (must be current PDM form) is Complete:**
Request:
Section Numbers ✓
Correct Wording (must relate to the code, especially floodplain and historical standard wording. Variances must include the request in lieu of the required code quantities. ✓ YES ✓ ✓
Hardship/Practical Difficulty Reasons ✓
Legal Owner/Contract Purchaser:
Signatures (originals) Need Sign. of Assoc. ✓
Printed/Typed Name and ~~Title (if company)~~ ✓
Attorney (if incorporated) ✓
Signature/Address/Telephone Number of Attorney ✓

☑ **Correct Number of Petition Forms, Descriptions and Plats** ✓

☑ **200 Scale Zoning Map**

☑ **Check:** Amount Correct? Signed?

☑ **ZAC Plat Information:**
Location (by Carl) NW/cor Woodbrook La and Buchanan Rd. + E/s Estes Road
Zoning: DR 1 & DR 2 Acreage: 6.404 Previous Hearing Listed With Decision
Election District 9 Councilmanic District 4 Case # N/A
Check to See if the Subject Site or Request is:
CBCA NO
Floodplain NO
Elderly NO
Historical YES ✓
Pawn Shop NO
Helicopter NO
*If Yes, Print Special Handling Category Here HISTORIC ✓
*If No, Print No
MHT Inventory as BA 2357 "SPOTSWOOD"

#104 Woodbrook La.

03-28-SPH
Item Number Assigned

11/6/02
Date Accepted for Filing

Baltimore County
Department of Permits and
Development Management

Director's Office
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
410-887-3353
Fax: 410-887-5708

June 16, 2003

Ms. Jennifer Busse
Whiteford, Taylor & Preston
210 W. Pennsylvania Avenue
Towson, MD 21204-4515

Dear Ms. Busse:

RE: Case No. 03-0218-SPH.

Please be advised that an appeal of the above-referenced case was filed in this office on June 6, 2003. All materials relative to the case have been forwarded to the Baltimore County Board of Appeals (Board).

If you are the person or party taking the appeal, you should notify other similarly interested parties or persons known to you of the appeal. If you are an attorney of record, it is your responsibility to notify your client.

If you have any questions concerning this matter, please do not hesitate to call the Board at 410-887-3180.

Sincerely,

Timothy Kotroco
Director

KT:rlh

c: Lawrence E. Schmidt, Zoning Commissioner
Timothy Kotroco, Director of PDM
People's Counsel
J. Carroll Holzer, Holzer & Lee, 508 Fairmount Avenue, Towson 21286

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on Recycled Paper

APPEAL

Petition for Special Hearing
104 Woodbrook Lane
N/west corner Woodbrook Lane and Buchanan Road and E/side Estes Road
9th ED – 4th CD
Woodbrook, LLC – Legal Owner

Case No.: 03-218-SPH

Petition filed by individual area residents and RRLR Area Imp. Assn.

✓ Petition for Special Hearing (November 6, 2002)

✓ Zoning Description of Property

✓ Notice of Zoning Hearing (November 27, 2002)

✓ Certification of Publication (The Jeffersonian issue December 26, 2002)

✓ Certificate of Posting (December 27, 2002 by Gerhold, Cross & Etzel)

✓ Entry of Appearance by People's Counsel (November 26, 2002)

✓ Petitioner(s) Sign-In Sheet
Three Sheets

✓ Respondent's
~~Protestant~~(s) Sign-In Sheet
One Sheets

✓ Citizen(s) Sign-In Sheet
One Sheet

✓ Zoning Advisory Committee Comments

✓ Petitioners' Exhibit
1. A✓ B) Woodley Plat 5/19/1952 A) ✓ Area of Special Hearing Plat 10/23/02
✓2 Letter from Mr. Rascoe to Mr. Steve Allen
✓3. Article of Organization
✓4. Deed
✓5. Title History of Property
✓6. Single Deed Conveyances of the Property Purchased by Woodbrook LLC
✓7. Acquisition of Entire Property by H. Guy Campbell & Grace Campbell
✓8. Part of Lot 22, Lot 23, and 0.O8 Acre Part of Lot 24 as a Single Lot
✓9 Lot 21 and Lot 22
✓10. Lots 24 and 25 Conveyances as single parcel since August 4, 1952and portion of Lot 25 24 removed from Lots 24 and 25 parcel and made part of parcel comprised of part of +Lot 22, Lot 23, and Lot 24
✓11. Woodley 1" scale
✓12. A✓B Plat
✓13. Minor Subdivision Plan
14 Not found
15 Not found
16 Not found
✓17 Robert E. Lee Park Study
✓18a Goldstones-Meadow Road
✓18b Dr. Miller-Meadow Road
✓18c Dr. Perilin-Meadow Road
✓18d Dyson Erhart-Estes Road
✓18e Dr. Thomas Smyth-Buchanan Road
✓18f Jack Morgan-Buchanan Road
✓18g Edward Brown-Woodbrook Lane
✓18h David Emala-Woodbrook Lane
✓18I 7 Ivy Trace Court
✓19a-19I Photos
✓20a-20g Photos
21. NONE FOUND
✓22. RESUME-James S. Patton, P. E., President, Patton Consultants Ltd

RECEIVED
JUN 18 2003
BALTIMORE COUNTY
BOARD OF APPEALS

23, Baltimore County GIS Services Unit
24. Map quest
25. Plan Metrics Plot
26 200 one inch official zoning map
27. Zoning Commissioner's Policy Manual – page 1-43
28. Page 35 Zoning Commissioner's Manual – and page 36
29. Page 3-3 Zoning Commissioner's Policy
30a Building Permit
30b Site Plan
31. RESUME-Jack Dillon
32a-32L Photos
33. Zoning Map 3C
34. 2000 Zoning Map
35a 104 Woodbrook Lane History
35b Family Tree
35c Title History

(Pet# 1 → a. Area of Special Hearing shown by Patton Consultant's 10/23/02
Pet# 1 → b. Plat of Woodlea)

Respondent's
~~Protestants'~~ Exhibits:

1a Letter from David Pinning
1b Letter to Steven Allen
1c Letter to David Thomas
1d Letter to Robert Barrett
1e Letter to Arnold Jablon-10/18/02
1f Letter to Arnold Jablon-10/25/02
1g Letter to Arnold Jablon-10/29/02
1h Letter to Mr. Adams
1i Letter to Robert Barrett-10/29/02
2. Baltimore Co. Zoning Regulations adopted by Co. Commissioner's of Baltimore County
3. Letter to James Grammer (pg 9, 10)

Miscellaneous (Not Marked as Exhibit
Real Property Search

Deputy Zoning Commissioner's Order (June 2, 2003 - GRANTED)

Notice of Appeal received on June 6, 2003 by Jennifer Busse

c: People's Counsel of Baltimore County, MS #2010
Zoning Commissioner/Deputy Zoning Commissioner
Timothy Kotroco, Director of PDM
Jennifer Busse, Whiteford, Taylor & Preston, 210 W. Pennsylvania Avenue, Towson 21204-4515
Carroll J. Holzer, 508 Fairmount Avenue, Towson 21286

MELVIN C BENHOFF, JR
C/O JENNIFER R BUSSE ESQUIRE
WHITEFORD TAYLOR & PRESTON LLP
210 WEST PENNSYLVANIA AVENUE
TOWSON MD 21204
Appellant

J. CARROLL HOLZER, ESQUIRE
HOLZER AND LEE
508 FAIRMOUNT AVENUE
TOWSON, MD 21286
Attorney for Petitioner

WOODLEY RESIDENCE, ET AL
J. CARROLL HOLZER, ESQUIRE
HOLZER AND LEE
508 FAIRMOUNT AVENUE
TOWSON, MD 21286
Petitioners

G SCOTT BARHIGHT ESQUIRE
WHITEFORD TAYLOR AND PRESTON
210 W PENNSYLVANIA AVENUE
TOWSON MD 21204
Attorney for Woodbrook/Appellant

WOODBROOK LLC
215 OLD PADONIA ROAD
COCKEYSVILLE MD 21030
Legal Owner/Appellant
Represented by Jennifer Busse

JENNIFER R BUSSE ESQUIRE
WHITEFORD TAYLOR & PRESTON LLP
210 WEST PENNSYLVANIA AVENUE
TOWSON MD 21204
Attorney for Appellant

MR. AND MRS. EHRHARDT
101 ESTES ROAD
BALTIMORE MD 21212
Represented by M. Sauer at Zoning Hearing

J ELMER WEISHEIT JR
413 BRIGHTWOOD CLUB DRIVE
LUTHERVILLE, MD 21093
Woodbrook Representative

PETITIONERS' LIST ATTACHMENT

Ruxton-Riderwood Lake Roland Improvement Assn., Inc.
By Executive Director Peggy Squitieri
[redacted] Ave.
[redacted]

Kendall S. and Steven A. Allen
7 Buchanan Road
Baltimore, Maryland 21212

Margie W. and Bruce E. Beacham
108 Woodbrook Lane
Baltimore, Maryland 21212

Joyce and Edward W. Brown, Jr.
25 Woodbrook Lane
Baltimore, Maryland 21212

Linda W. and Mark M. Caplan
6 Meadow Road
Baltimore, Maryland 21212

Marie R. and Frank Cappiello
19 Buchanan Road
Baltimore, Maryland 21212

Caroline B. and Dyson P. Ehrhardt
101 Estes Road
Baltimore, Maryland 21212

Pat and Henry R. Elsnic
21 Buchanan Road
Baltimore, Maryland 21212

Eleanor G. and Richard T. Hale
205 Woodbrook Lane
Baltimore, Maryland 21212

Mary Carol and John J. Jeppi
9 Buchanan Road
Baltimore, Maryland 21212

Jane and James D. Stone
102 Estes Road
Baltimore, Maryland 21212

Karen and Paul M. Winicki
120 Woodbrook Lane
Baltimore, Maryland 21212

Celia Bassich-Zeren and
Karl J. Zeren, D.D.S.
25 Buchanan Road
Baltimore, Maryland 21212

Tina T. and Thomas B. Smyth, M.D.
5 Buchanan Road
Baltimore, Maryland 21212

Liz and Edwin J. Insley
22 Buchanan Road
Baltimore, Maryland 21212

Mary and Diane Markakis
24 Woodbrook Lane
Baltimore, Maryland 21212

Cecily and Bruce Matthai
221 Woodbrook Lane
Baltimore, Maryland 21212

Sayra and Neil A. Meyerhoff
9 Meadow Road
Baltimore, Maryland 21212

Beverly P. and John W. H. Michel
211 Woodbrook Lane
Baltimore, Maryland 21212

Page W. and J. Michael Miller, III
13 Buchanan Road
Baltimore, Maryland 21212

Mindy Mintz Mordecai and
John M. Mordecai
20 Buchanan Road
Baltimore, Maryland 21212

Ellen M. and Michael S. Murphy, M.D.
15 Buchanan Road
Baltimore, Maryland 21212

Rebecca and Robert F. Scholz
17 Buchanan Road
Baltimore, Maryland 21212

Joan L. and Karl H. Silex
18 Buchanan Road
Baltimore, Maryland 21212

Sheri Slezak, M.D.
24 Buchanan Road
Baltimore, Maryland 21212

Case No. 03-218-SPH

In the Matter of: Ruxton/Riderwood/Lake Roland Impr Assn, et al – Petitioners /Residents; Woodbrook, LLC – Legal Owner /Appellant

SPH–Regarding manner in which the property is proposed to be developed /21 questions posed by neighboring residents in their Petition for Special Hearing

6/02/03 – D.Z.C.'s decision in which Petition for Special Hearing was APPROVED – merging of part of Lots 22, 23 through 27 and Parcel 161, for zoning review purposes, has occurred; subject property reviewed and considered to be one parcel of land; all other questions posed within Petition therefore rendered moot.

9/23/03 – Notice of Assignment sent to following; scheduled for hearing on Wednesday, January 21, 2004 at 10:00 a.m.:

G. Scott Barhight, Esquire
Jennifer R. Busse, Esquire
Woodbrook, LLC /Melvin C. Benhoff, Jr.
J. Elmer Weisheit, Jr.
J. Carroll Holzer, Esquire
Ruxton/Riderwood/Lake Roland
Imp. Assn., et al c/o Peggy Squitieri
Woodley Residents, et al c/o C. Holzer, Esq.
Kendall and Steven Allen, et al
Michael B. Sauer, Esquire /Counsel for M/M Ehrhardt
Mr. and Mrs. Ehrhardt
People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Timothy M. Kotroco, Director /PDM

9/30/03 – T/C from Elmer Weisheit – advising that, while he is shown on the notice as "legal owner," he appeared at the ZC hearing as a witness only; asked that his name be removed from "legal owner" position. Mr. Weisheit's name was moved to the bottom of notice as an interested party only; will continue to receive notices, copy of final order, etc.

1/09/04 – Letter from M. Sauer – requesting postponement of 1/21/04 hearing; his client is scheduled for surgery on that date; also, Mr. Sauer himself is recovering from a heart attack and will not be able to be here on the scheduled date.

1/12/04 – Notice of PP and Reassignment sent to parties; case reassigned to Wednesday, May 12, 2004 at 10 a.m. Copy to Messrs. Holzer, Barhight and Sauer via FAX; hand-deliver copy to P. Zimmerman.

1/21/04 – T/C from Elmer Weisheit – asked to be removed from the notice in this matter; he indicated that he no longer has an interest in the matter; has previously called (see note above); advised Mr. Weisheit that his name would be removed from the Notice of Assignment and he will receive no further notices in this matter.

5/12/04 – Board convened for hearing (Wescott, Crizer, Stahl); agreement signed by the parties was submitted on the record; Counsel for Petitioner will withdraw appeal once the plat has been recorded in this matter as agreed upon. HOLD pending receipt of withdrawal of appeal.

10/06/04 – Letter from Jennifer R. Busse, Esquire, requesting, on behalf of Client, that the appeal in this matter be withdrawn; private agreement reached between the parties. Order of Dismissal to be issued.

Baltimore County
Zoning Commissioner

Suite 405, County Courts Bldg.
401 Bosley Avenue
Towson, Maryland 21204
410-887-4386
Fax: 410-887-3468

January 22, 2003

G. Scott Barhight, Esquire
Whiteford, Taylor & Preston, L.L.P.
210 W. Pennsylvania Avenue
Towson, Maryland 21204

Michael B. Sauer, Esquire
401 Washington Avenue, Ste. 802
Towson, Maryland 21204

J. Carroll Holzer, Esquire
Holzer & Lee
508 Fairmount Avenue
Towson, Maryland 21286

Re: Petition for Special Hearing
Case No. 03-218-SPH
Property: 104 Woodbrook Lane

Dear Messrs. Barhight, Holzer & Sauer:

This letter is to confirm that the above-captioned matter, which was continued in open hearing on Monday, January 13, 2002, will reconvene on Monday, January 27, 2003 at 9:00 a.m. in Room 116 of the County Office Building. A second hearing, if necessary, has been scheduled for Tuesday, January 28, 2003 at 11:00 a.m. in Room 407 of the County Courts Building. It would be appreciated if you would notify all interested parties of the new hearing dates.

In the meantime, should anyone have any questions concerning this matter, please feel free to contact this office.

Very truly yours,

Timothy M. Kotroco
Deputy Zoning Commissioner

TMK:raj
c: Becky Hart, PDM

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on Recycled Paper

County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

pp'd to 5-13-04 by request of Counsel - M Sauer

Hearing Room – Room 48
Old Courthouse, 400 Washington Avenue

September 23, 2003

NOTICE OF ASSIGNMENT

CASE #: 03-218-SPH

IN THE MATTER OF: WOODBROOK, LLC –Legal Owner;
Ruxton/Riderwood/Lake Roland Area Imp Assn, et al -Petitioners
104 Woodbrook Lane 9th Election District; 4th Councilmanic District

6/02/03- Petition for Special Hearing GRANTED by DZC.

ASSIGNED FOR: **WEDNESDAY, JANUARY 21, 2004 at 10:00 a.m.**

NOTICE: **This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.**

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

IMPORTANT: No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date unless in full compliance with Rule 2(c).

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Counsel for Appellant /Legal Owner : G. Scott Barhight, Esquire
Jennifer R. Busse, Esquire
Appellant /Legal Owner : Woodbrook, LLC /Melvin C. Benhoff, Jr.
J. Elmer Weisheit, Jr. - interested party only - Notice corrected 9-30-03 per T/C
Counsel for Petitioners /Residents : J. Carroll Holzer, Esquire
Petitioners /Residents : Ruxton/Riderwood/Lake Roland
Imp. Assn., et al c/o Peggy Squitieri
Woodley Residents, et al c/o C. Holzer, Esq.
Kendall and Steven Allen, et al

Michael B. Sauer, Esquire /Counsel for M/M Ehrhardt
Mr. and Mrs. Ehrhardt

People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Timothy M. Kotroco, Director /PDM

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County Board of Appeals of Baltimore County

OLD COURTHOUSE, ROOM 49
400 WASHINGTON AVENUE
TOWSON, MARYLAND 21204
410-887-3180
FAX: 410-887-3182

Hearing Room – Room 48
Old Courthouse, 400 Washington Avenue

January 12, 2004

NOTICE OF POSTPONEMENT & REASSIGNMENT

CASE #: 03-218-SPH

IN THE MATTER OF: WOODBROOK, LLC –Legal Owner;
Ruxton/Riderwood/Lake Roland Area Imp Assn, et al -Petitioners
104 Woodbrook Lane 9th Election District; 4th Councilmanic District
6/02/03– Petition for Special Hearing GRANTED by DZC.

which was assigned to be heard on 1/21/04 has been **POSTPONED** at the request of Counsel for Mr. and Mrs. Ehrhardt for medical reasons; and has been

REASSIGNED FOR: **WEDNESDAY, MAY 12, 2004 at 10:00 a.m.**

NOTICE: **This appeal is an evidentiary hearing; therefore, parties should consider the advisability of retaining an attorney.**

Please refer to the Board's Rules of Practice & Procedure, Appendix C, Baltimore County Code.

***IMPORTANT:* No postponements will be granted without sufficient reasons; said requests must be in writing and in compliance with Rule 2(b) of the Board's Rules. No postponements will be granted within 15 days of scheduled hearing date *unless* in full compliance with Rule 2(c).**

If you have a disability requiring special accommodations, please contact this office at least one week prior to hearing date.

Kathleen C. Bianco
Administrator

c: Counsel for Appellant /Legal Owner : G. Scott Barhight, Esquire
Jennifer R. Busse, Esquire
Appellant /Legal Owner : Woodbrook, LLC /Melvin C. Benhoff, Jr.

Counsel for Petitioners /Residents : J. Carroll Holzer, Esquire
Petitioners /Residents : Ruxton/Riderwood/Lake Roland
Imp. Assn., et al c/o Peggy Squitieri
Woodley Residents, et al c/o C. Holzer, Esq.
Kendall and Steven Allen, et al

Michael B. Sauer, Esquire /Counsel for M/M Ehrhardt
Mr. and Mrs. Ehrhardt

J. Elmer Weisheit, Jr.
People's Counsel for Baltimore County
Pat Keller, Planning Director
Lawrence E. Schmidt, Zoning Commissioner
Timothy M. Kotroco, Director /PDM

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BALTIMORE COUNTY, MARYLAND
Board of Appeals of Baltimore County
FAX COVER SHEET

DATE: January 12, 2004

TO:	Michael B. Sauer, Esquire	***FAX*** **:** 410-321-1820 ***TELEPHONE*** **:** 410-296-2151
	G. Scott Barhight, Esquire	***FAX*** **:** 410-832-2015 ***TELEPHONE*** **:** 410-832-2050
	J. Carroll Holzer, Esquire	***FAX*** **:** 410-825-4923 ***TELEPHONE*** **:** 410-825-6961
FROM:	Kathleen Bianco	***TELEPHONE:*** 410-887-3180 ***FAX*** **:** 410-887-3182

RE: Case No. 03-218-SPH */In the Matter of: Woodbrook LLC*

Attached for your information is a copy of the Notice of Postponement and Reassignment in the subject matter.

Number of pages including this page: Two (2)

Original copy to follow **:** Yes _X_ No ___

FILE

BALTIMORE COUNTY, MARYLAND
Board of Appeals of Baltimore County
Interoffice Correspondence

DATE: December 21, 2004

TO: Timothy Kotroco, Director
Permits & Development Management
Attn.: David Duvall

FROM: Theresa R. Shelton
Board of Appeals

SUBJECT: **CLOSED APPEAL CASE FILES**

The following case(s) have been finalized and the Board of Appeals is closing the copy of the appeal case file(s) and returning the file(s) and exhibits (if applicable) attached herewith.

BOARD OF APPEALS CASE NUMBER	***PDM FILE NUMBER***	**NAME**	**LOCATION**
03-218-SPH	***03-218-SPH***	RUXTON-RIDERWOOD-LAKE ROLAND IMPROVEMENT ASSN. ET AL WOODBROOK LLC	104 WOODBROOK LANE

Attachment: SUBJECT FILE(S) / EXHIBIT(S) ATTACHED;

APPLICATION FOR BUILDING PERMIT

PERMIT #: B500681 CONTROL #: NR DIST: 09 PREC: 09

LOCATION: 2 BUCHANAN RD
SUBDIVISION: WOODLEY
TAX ASSESSMENT #: 0901352462

OWNERS INFORMATION
NAME: WOODBROOK, LLC
ADDR: 215 OLD PADONIA RD

APPLICANT INFORMATION
NAME: MELVIN BENHOF
COMPANY: BENHOFF BUILDERS INC.
ADDR1: 215 OLD PADONIA RD
ADDR2: COCKEYSVILLE MD
PHONE #: 410-252-0007 LICENSE #: 1597

NOTES
CPC

DRC#
PLANS: CONST 7 PLOT 7 R PLAT 0 DATA 0 ELEC YES PLUM YES
TENANT:
CONTR: OWNER
ENGNR:
SELLR:
WORK: CONSTRUCT SFD, 5 BEDRMS, 3 CAR GARAGE-SIDE LOAD
2 FP, OUTSIDE PROJ NOT TO EXCEED 4'X10', REAR
BAY WINDOW, FRONT COVRD PORCH, SIDE COVRD PORCH
DORMERS ON 2ND FLR OVER GARAGE, UNFINISHED BSMT

PROPOSED USE: SFD
EXISTING USE: VACANT

BLDG. CODE:
RESIDENTIAL CATEGORY: DETACHED OWNERSHIP: PRIVATELY OWNED
ESTIMATED COST OF MATERIAL AND LABOR: 500,000.00

TYPE OF IMPRV: NEW BUILDING CONSTRUCTION
USE: ONE FAMILY
FOUNDATION: BLOCK BASEMENT: FULL
SEWAGE: PUBLIC PROPOSED WATER: PUBLIC EXIST
CONSTRUCTION: WOOD FRAME FUEL: GAS
CENTRAL AIR:

SINGLE FAMILY UNITS
TOTAL 1 FAMILY BEDROOMS 5
MULTI FAMILY UNITS
EFFICIENCY (NO SEPARATE BEDROOMS): NO. OF 1 BEDROOM:
NO. OF 2 BEDROOMS: NO. OF 3 BEDROOMS OR MORE:
TOTAL NO. OF BEDROOMS: TOTAL NO. OF APARTMENTS:

PERMIT #: B500681

DIMENSIONS - INSTALL FIXTURES

GARBAGE DISP: Y
POWDER ROOMS: 2
BATHROOMS: 3
KITCHENS: 1

BUILDING SIZE
FLOOR: 7400SF
WIDTH: 68'
DEPTH: 79'
HEIGHT: 42'
STORIES: 2+BSMT

LOT NOS: 26
CORNER LOT: Y

LOT SIZE AND SETBACKS
SIZE: 0108.36 X 0000.00
FRONT STREET:
SIDE STREET:
FRONT SETB: 35'
SIDE SETB: 15'/20'
SIDE STR SETB:
REAR SETB: 37'

ZONING INFORMATION
DISTRICT:
PETITION:
DATE:
MAP:

BLOCK:
SECTION:
LIBER: 001
FOLIO: 030
CLASS: 04

ASSESSMENTS
LAND: 0028150.00
IMPROVEMENTS: 0000000.00
TOTAL ASS.:

PLANNING INFORMATION
MASTER PLAN AREA: SUBSEWERSHED: CRITICAL AREA:

DATE APPLIED: 10/03/2002 INSPECTOR INITIALS: 09R
FEE: $154.00 PAID: $154.00 RECEIPT #: A461278
PAID BY: APPL

(I HAVE CAREFULLY READ THIS APPLICATION AND KNOW THE SAME IS CORRECT AND TRUE, AND THAT IN DOING THIS WORK ALL PROVISIONS OF THE BALTIMORE COUNTY CODE AND APPROPRIATE STATE REGULATIONS WILL BE COMPLIED WITH WHETHER HEREIN SPECIFIED OR NOT AND WILL REQUEST ALL REQUIRED INSPECTIONS)

COMPANY OR OWNER DATE

ADDRESS

AGENT __
OWNER __

SIGNATURE OF APPLICANT PHONE

VICTORIA WOODALL, ESQ. CAME INTO THE OFFICE TO LOOK AT THE WOODBROOK FILE FOR MIKE SAUER. THEY ARE TRYING TO SETTLE ON BEHALF OF M/M EHRHARDT ONLY. SHE DOES NOT WANT TO ENTER HER APPEARANCE AT THIS TIME, BUT IF THEY DO NOT SETTLE AND SHE APPEARS ON 1/21, SHE WILL ENTER AT THAT TIME. I HAVE PLACED THIS NOTE IN THE FILE.

12-8-03
tls

JAN 15 '13

RE: PETITION FOR SPECIAL HEARING
104 Woodbrook Lane; NW corner of Woodbrook Lane and Buchanan Road & E/side of Estes Road
9th Election District
4th Councilmanic District
Legal Owner: Woodbrook, LLC
PETITIONERS: Ruxton-Riderwood Lake Roland Improvement Assoc., et al.

* BEFORE THE

* ZONING COMMISSIONER

* FOR

* BALTIMORE COUNTY

* Case No: 03-218-SPH

* * * * * * * * * * * * * *

ENTER OF APPEARANCE

MR. COMMISSIONER:

Please enter my appearance in the above-captioned matter on behalf of DYSON P. EHRHARDT and CAROLINE B. EHRHARDT, his wife, property owners of 101 Estes Road, Baltimore, Maryland 21212.

MICHAEL B. SAUER
Suite 802
401 Washington Avenue
Towson, Maryland 21204
(410) 296-2151

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on this 13th day of January, 2003, a copy of the foregoing Enter of Appearance was mailed to J. Elmer Weisheit, Jr., 413 Brightwood Club Drive, Lutherville, Maryland 21093 and to J. Carroll Holzer, P. A,, 508 Fairmount Avenue, Towson, Maryland 21286, Attorney for Petitioners.

MICHAEL B. SAUER

MICHAEL B. SAUER
ATTORNEY AT LAW
SUITE 802
401 WASHINGTON AVE.
TOWSON, MD. 21204

MICHAEL B. SAUER
ATTORNEY AT LAW

SUITE 802, 401 WASHINGTON AVENUE, TOWSON, MARYLAND 21204
TELEPHONE (410) 296-2151
FAX (410) 321-1820

January 9, 2004

Mr. Lawrence Stahl, Chairman
Board of Appeals for Baltimore County
400 Washington Avenue
Room 49
Old Courthouse
Towson, Maryland 21204

Re: In the Matter of Woodbrook, LLC
Case No.: 03-218-SPH

Dear Chairman Stahl:

I am writing to request a continuance in the above-captioned matter which is presently set for hearing on January 21,2004.

The request is being made because on the hearing date my client, Dyson Ehrhardt, a party in the case is scheduled for surgery on the same day. Also, I am presently recovering from a heart attack and I am on medical leave from my practice. The doctor's advise is that I am not presently able to go back to work. Please reschedule this matter at your earliest possible convenience.

In the meantime all parties are working on a possible settlement and I will so notify the board if obtained.

Very truly yours,

Michael B. Sauer

MBS:las
cc: J. Carroll Holzer, Esquire
G. Scott Barhight, Esquire
People's Counsel for Baltimore County

RECEIVED
JAN - 9 2004
BALTIMORE COUNTY
BOARD OF APPEALS

MICHAEL B. SAUER
ATTORNEY AT LAW

RECEIVED
MAR 17 2003
ZONING COMMISSIONER

SUITE 802, 401 WASHINGTON AVENUE, TOWSON, MARYLAND 21204
TELEPHONE (410) 296-2151
FAX (410) 321-1820

March 12, 2003

Timothy M. Kotroco
Deputy Zoning Commissioner
for Baltimore County
County Courts Building, Suite 405
401 Bosley Avenue
Towson, Maryland 21204

RE: PETITION FOR SPECIAL HEARING
104 Woodbrook Lane; NW corner
of Woodbrook Lane and Buchanan
Road & E/side of Estes Road
9th Election District
4th Councilmanic District
Legal Owner: Woodbrook, LLC
PETITIONERS: Ruxton-Riderwood Lake Roland
Improvement Assoc., et al.

Dear Deputy Commissioner Kotroco:

By agreement of co-counsel in this matter, you are advised that my clients, Dyson P. Ehrhardt and Caroline B. Ehrhardt, his wife, property owners of 101 Estes Road, join in and adopt the arguments contained in the Memorandum filed by the other protestants in these proceedings as if fully set out herein.

In addition we wish to emphasize that there exists a serious storm water management problem particularly affecting my client's property. Mr. Ehrhardt testified in detail concerning the problem as well as the developer himself, Mr. Benhoff.

It is our position that if the proposed development is approved that the developer shall be required to take all necessary steps to construct a berm and swale with proper grading to eliminate any discharge of surface water onto the Ehrhardt property. Further it is requested under the zoning commissioner's authority that before any permits are issued that the construction plans regarding storm water management be subject to the review and approval by the Departments of Public Works, DEPRM and PDM.

Thank You for your attention to this matter.

Respectfully submitted,

MICHAEL B. SAUER
Attorney for Dyson P.and
Caroline B. Erhardt, protestants

MS:ms
CC: G. Scott Barhight, Esquire
J. Carroll Holzer, Esquire

HOLZER & LEE

LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER
1907-1989

THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

October 29, 2002
 # 7371

AB
WORDING FOR ADVERTISING AND POSTING

HAND DELIVERED
Carl Richards
Department of Permits &
Development Management
County Office Building
Towson, MD 21204

Re: In the Matter of Petition for Special Hearing, 104 Woodbrook Lane
Petitioners: Ruxton-Riderwood Lake Roland Improvement Assn., Inc.

Dear Mr. Richards:

In response to your telephone call to my office this morning suggesting an abbreviation, for advertising purposes, of the 22 issues we raised in our Petition for Special Hearing filed on October 24, 2002, the following is the language to be used for posting and advertising purposes only:

> *"Five lots of the Woodley Subdivision platted but never built upon and proposed three lots of Minor Subdivision at 104 Woodbrook Lane which total 8 houses should be considered as a Major Subdivision and subject to public hearing; density is greater than allowed; inadequacy of Woodbrook Pumping Station; no vesting of Woodley Plat."*

I appreciate your attention and assistance in this matter and if you need to call, I can be reached at 410-825-6961

Very truly yours,

J. Carroll Holzer

JCH:clh

cc: Steve Allen, Esq., et al.

OCT 30 2002
02-4391

C:\My Documents\Letters\Carl Richards-Steve Allen 104 Woodbrook Lane.doc

03-218-SPH

HOLZER & LEE

LAW OFFICES

J. CARROLL HOLZER, PA

J. HOWARD HOLZER
1907-1989

THOMAS J. LEE
OF COUNSEL

THE 508 BUILDING

508 FAIRMOUNT AVE.
TOWSON, MD 21286
(410) 825-6961
FAX: (410) 825-4923
E-MAIL: JCHOLZER@BCPL.NET

April 4, 2003

RECEIVED
APR 10 2003
ZONING COMMISSIONER

Timothy Kotroco
Deputy Zoning Commissioner
for Baltimore County
401 Bosley Avenue, 4th Floor
Towson, MD 21204

Re: Petition for Special Hearing
Case No. 03-218-SPH

Dear Mr. Kotroco:

I realize that Memorandum in Lieu of Final Argument were due on March 13, 2003 and were exchanged between the parties on that date. Since that time, I have had occasion, while doing other research, to come across a case that I believe supports the Argument made in our Memorandum concerning the conclusions reached by Jack Dillon that the pattern of the acquisition of the 3.7 acres and the lots laid out in the 1952 Plat demonstrated that the Campbell family intended to acquire and use the land as a single parcel. Such use by the Campbell family was to protect and insure the continuation of the setting of the historic house known as Spotswood.

On page 10 and 11 of my Memorandum, I noted that Dillon testified that the main entrance to Spotswood went through lot 27 and became a formal oval drive that looped through lots 24 and 25. Further, that a specimen white oak tree associated with the property was located on both the 3.7 acres and lot 23. Dillon utilized the word "reparcelization" to characterize facts of what occurred. Another word for reparcelization and his theory is the "merging" of contiguous parcels or tracts in a single ownership.

I have attached a copy of the Court of Appeals' Decision in Friends of the Ridge vs. Baltimore Gas and Electric Company, 352 MD 645, decided in 1999 by Judge Cathell. This case discusses the combination, or merging, of contiguous parcels or tracts of land in a single ownership to create larger parcels so long as the common owners intend a combination or merger. Intent may be indicated whenever a structure or a project is constructed across the boundaries of contiguous parcels or are proposed to be constructed.

In reviewing the Court of Appeals' Decision, Judge Cathell refers to the seminal case discussing the doctrine of merger in Loechner vs. Campoli , 49 N.J. 504, 231 A. 2d 553 (1967). In that case, the facts are extremely similar to the merging of the subject site by the Campbell family. The Court of Appeals adopted the existence of the merger doctrine in the Friends of the

Ridge case because BG&E expressed an intention to consolidate or combine the contiguous parcels. In our case, the Campbell family indicated its intent to combine the contiguous parcels and use them as a single parcel by the creation of the Spotswood Estate, which included the use of driveways and lawn for the Spotswood house, utilizing the undersized lots. The parallel is obvious.

The Connecticut case of Iannucci vs. Zoning Board of Appeals, 25 Conn. App. 85, 592 A. 2d 970 (1991) is also cited in the Friends case, and is applicable. There, a house was built across the property line of two lots. The Connecticut Court found that a merger occurred if the owner of the contiguous parcels of land intended to form one tract. The Court further found that an owner's intent may be inferred from his conduct with respect to the land and the use which he makes of it.

I believe that the Friends of the Ridge case may be of some assistance to you in analyzing the factual situation, which occurred in this case as set forth by Argument A, B, and C of the Memorandum (page 4-11).

Respectfully submitted,

J. Carroll Holzer

J. Carroll Holzer

Cc: Scott Barhight, Attorney for the Respondent
Steve Allen, Esq.

JCH: bdm

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APR 15 2003
ZONING COMMISSIONER

April 16, 2003

Via Hand Delivery
Honorable Timothy M. Kotroco
Deputy Zoning Commissioner for Baltimore County
401 Bosley Avenue, 4th Floor
Towson, Maryland 21204

Re: Woodley - Petition for Special Hearing - Case No.: 03-218-SPH

Dear Mr. Kotroco:

I am in receipt of Mr. Holzer's letter to you dated April 4, 2003. Preliminarily, I object to Mr. Holzer's letter as it is an attempt to improperly supplement the record. Both parties previously agreed that the Memorandums in Lieu of Final Argument were due on March 13, 2003. This most recent letter represents additional argument.

Mr. Holzer purports that the reason for his April 4th letter is that he "had occasion, while doing other research ,to come across a case… ". The case to which he refers is *Friends of the Ridge v. BGE*, 352 Md. 645 (1999). This decision is more than four years old. The two other cases cited in Mr. Holzer's letter are also not recent cases. If one of the appellate courts had issued an opinion relevant to this matter since the date the Memorandums were due, it would arguably be appropriate to bring such a decision to your attention. However, where an attorney did not complete his or her research by the deadline of a filing, no allowance should be made allowing that attorney to supplement the record. As a result, I respectfully request that Mr. Holzer's April 4th letter not be included in the record and that you not consider his additional arguments.

Notwithstanding this objection, if you decide to retain Mr. Holzer's April 4th letter in the record and consider his additional arguments in arriving at your decision, please consider this response. The holding of the *Friends of the Ridge* case is not dispositive of this instant matter, nor does it support Respondents' position in the manner suggested by Mr. Holzer.

In the *Friends of the Ridge* case, the Court of Appeals stated: "We shall hold that a landowner who clearly desires to combine or merge several parcels or lots of land into one larger parcel may do so." *Id.* at 658.[1] The underlying facts of the *Friends of the Ridge* case included a clear showing of intent by BGE to merge three parcels. BGE had petitioned for setback variances from interior lot lines, as it was proposing to expand a substation and cross the subject parcels' boundary lines. The Court of Appeals found that no such variances were needed.

As to the application of the doctrine of merger, the Court of Appeals explained:

> As far as we can discern, the zoning doctrine of lot merger has never been applied in any jurisdiction to limit the creation of parcels that exceed minimum dimensional requirements; *merger has been applied only to prohibit the later creation of undersized parcels.*
>
> . . .
>
> We see no reason why a doctrine that seeks to prevent the proliferation or use of nonconforming, undersized lots by holding that they have been combined or merged into a larger parcel should not, as far as zoning is concerned, be applied properly to permit the creation, through the combining by use of a larger parcel from already conforming smaller parcels, without the necessity of official action or conveyancing.

Id. at 653-54 (emphasis added).

The Court of Appeals made very clear that in the *Friends of the Ridge* case, the Court was "concerned here only with the applicability of the zoning ordinance's provisions and not Baltimore County subdivision regulations." *Id.* at 649-50. The Court noted this several times: "We again note that in this case we are concerned only with the issue of the variance." *Id.* at 650. "We see no reason why a doctrine ... should not, *as far as zoning is concerned,* be applied...." *Id.* at 654 (emphasis added).

---

[1] Mr. Holzer attached a copy of the unreported version of the *Friends of the Ridge* case. A copy of this case as reported in the Maryland Reporter is attached hereto.

In this instant matter, the facts present a very different situation from that in the *Friends of the Ridge*, and also from that in the other cases cited to by Mr. Holzer. In this case :

- Petitioner is not requesting any variances.
- The subject lots are not "undersized".
- The dwellings proposed on the subject lots will meet all applicable zoning regulations.
- A structure has never been constructed across any of the subject lots' property lines. The existence of a driveway and landscaping is not sufficient evidence of intent to merge the lots.
- The existing dwelling on the 3.7 acre parcel never needed area from the adjacent lots to meet the relevant bulk regulations.
- The current property owner has not expressed any intent to merge the parcels.
- The previous property owner did not express any intent to merge the parcels.
    - All previous owners maintained the lots' separate identity as evidenced in the fact that they never requested the lots' tax accounts be combined but rather accepted the burden of handling the lots' separate tax bills. Even the tax bill that is combined for lots 24 and 25 had the owner paying taxes based upon two separate buildable lots.
- It appears that water meter vaults may already exist on each of the subject lots, since Mr. Benhoff recently uncovered an existing water meter vault on Lot 26. (Attached hereto are two Polaroid pictures of the water meter vault on Lot 26.) We believe that Baltimore County is in possession of a water meter plan showing water meter vaults on each of the subject lots and we are in the process of locating this plan. The existence of previously installed water meter vaults further evidences the previous owners' intent to keep the lots separate and available for construction.

With regard to the argument that the Campbells expressed intent to combine the contiguous parcels and use them as a single parcel, Mr. Holzer incorrectly asserts that the subject lots are "undersized lots". These lots were never and are not now undersized lots. Mr. Holzer's attempt to analogize the facts of this matter to those in the *Loechner v. Campoli* case fails upon a reading of that case.

The *Loechner* case dealt with a property owner who desired a building permit to construct one dwelling on two undersized lots. The Supreme Court of New Jersey held that subdivision approval was first required and that the subdivision application could not be denied based on the fact that the subdivision would result in an undersized building lot. The clear difference between the facts in *Loechner* and the facts of this

instant matter are that in *Loechner*, the desire was to build over two lots' interior property lines, and the applicant sought variances from the setback regulations. In this matter, no previous owners have erected any structures over the subject lot lines (nor is Mr. Benhoff proposing to do so). The lots are not undersized and no variances are requested or required. The case law cited by Mr. Holzer does not support the interpretation of a driveway and landscaping as evidence of the combination of parcels.

In the case of *Iannucci v. Zoning Board of Appeals of the Town of Trumbull*, the Appellate Court of Connecticut held that an application for variances was properly where the record supported a finding of merger. Importantly, the existing dwelling extended over the property line between the plaintiff's two lots. Plaintiff was seeking a variance which would allow him to relocate the existing house so as to be entirely placed on lot #1 after which he would build another house on lot #2. Variances were necessary. The Court found clear evidence of intent of merger, namely the construction of the dwelling over the property line between the two lots and a survey map accurately noting the house's position.

An important fact to note is that none of the cited case law dictates that merger is always automatic when contiguous land is owned by the same person. *See e.g., Iannucci, supra*, at 972. To the contrary, the Maryland Court of Appeals, in *Friends of the Ridge*, held that clear evidence of intent is necessary to support a finding of merger. *Friends of the Ridge, supra*, at 658. The evidence in this instant matter clearly demonstrates that the previous owners did not intend to merge the subject lots. Therefore, Respondents' argument that merger of these lots has occurred, and their attempt to analogize their previous "reparcelization theory" to merger, fails as a matter of law.

Sincerely,

G. Scott Barhight /jb

G. Scott Barhight, Esq.

JRB:j
Enclosures
cc: J. Carroll Holzer, Esq. *(w/copy of Polaroid pictures)*
Mr. Melvin C. Benhoff, Jr.
Jennifer R. Busse, Esq.

277387

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June 6, 2003

DELIVERY BY HAND

Timothy M. Kotroco, Director
Office of Permits & Development Management
Room 109
111 W. Chesapeake Avenue
Towson, Maryland 21204

Re: Appeal of Case No. 03-218-SPH
104 Woodbrook Lane, Petition for Special Hearing
In the matter of: Woodbrook, LLC, 215 Old Padonia Road
Cockeysville, MD 21030

Dear Mr. Kotroco:

This office represents the property owner in the above-referenced matter, Woodbrook, LLC and Mr. Melvin C. Benhoff, Jr. Please accept this letter as notice of our intention to appeal this matter to the Baltimore County Board of Appeals. Enclosed please find a check in the amount of $300.00 made payable to Baltimore County, Maryland.

Please contact me with any questions or concerns. Thank you for your cooperation in this matter.

Sincerely,

Jennifer R. Busse

Jennifer R. Busse

JRB/sll
cc: J. Carroll Holzer, Esquire
Michael B. Sauer, Esquire
Ms. Kathleen C. Bianco
G. Scott Barhight, Esquire

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October 4, 2004

Lawrence S. Wescott, Chairman
County Board of Appeals of Baltimore County
Room 49, Old Courthouse
400 Washington Avenue
Towson, Maryland 21204

Re: Case No. 03-218-SPH - 104 Woodbrook Lane
Withdrawal of Appeal - Woodbrook

Dear Mr. Wescott:

Please accept this letter as my client's request to withdraw the appeal in the above-referenced matter. The parties have come to a private agreement to resolve their concerns.

Thank you for your cooperation in this matter. Please feel free to contact me with any questions or concerns.

Sincerely,

Jennifer R. Busse

JRB:sll
cc: Ms. Kathleen C. Bianco
C. Victoria Woodward, Esquire
J. Carroll, Holzer, Esquire
Stephen J. Nolan, Esquire
Michael B. Sauer, Esquire
Steven A. Allen, Esquire
Mr. Melvin C. Benhoff, Jr.
G. Scott Barhight, Esquire
Sang W. Oh, Esquire

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BOARD OF APPEALS

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CASE NAME WOODBROOK LLC
CASE NUMBER 03-218-SPH
DATE 1/13/03

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E-MAIL
George Grose	1412 LaBelle Avenue	Ruxton, Md. 21204	grsrose@comcast.net
Mick McGarty	119 Windybrook	Balto. Md 21212	
Karl Siler	18 Buchanan Rd.	Balto Md. 21212	
Hector Marco	6 Upland Rd	Balto 21210	
Louis Marco	6 Upland Rd.	Baltimore 21210	
Richard Hutchinson	17 Buchanan Rd	Baltimore MD 21212	
Paige Miller	13 Buchanan Rd	Baltimore, MD 21212	pmiller@towson.edu
Mario Cappiello	19 Buchanan Rd.	21212	
PAUL WINICKI	120 WOODBROOK LANE	BALTIMORE MD 21212	
Karen Winicki	120 woodbrook ln	21212	
Wayne Cobb	100 Ester Rd	Balto Md. 21212	
Edwin J Insley	22 Buchanan Rd	Balto MD 21212	
Mary Markakis	24 Woodbrook Lane	Balto, MD	
Diane Markakis	24 Woodbrook Lane	Balto, Md 21212	
Eleanor Hale	205 Woodbrook Lane	Baltimore MD 21212	allhales@comcast.net
Tom Hale	205 Woodbrook Lane	Baltimore MD 21212	
Mrs James Fuchs	215 Woodbrook lane	Baltimore, Md 21212	
James Fuchs	215 WOODBROOK LA.	BALTIMORE, MD. 21212	
Ellie Murphy	15 Buchanan Rd	Baltimore MD 21212	emurphy1510@comcast.net
BEVERLY MICHEL	211 WOODBROOK LN	BALTIMORE, MD 21212	

PLEASE PRINT CLEARLY

CASE NAME 03-218-SPH
CASE NUMBER 104 Woodbrook
DATE 1/13/03

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
Peggy Squitieri	RR LRAIA PO Box 204	Riderwood MD 21139	ruxrider@bcpl.net
Robert L. Cobb	100 Estes Rd.	Baltimore, Md 21212	—
Caroline Ehrhardt	101 Estes Rd	Balto. MD 21210	
Tina Smyth	5 Buchanan Rd	Balto MD 21212	
Tom Smyth	5 Buchanan Rd	Balto MD 21212	
Rebecca Scholz	17 Buchanan Rd.	Balto. MD 21212	
D. Patricia Elsnic	21 Buchanan Rd.	Balto., MD 21212	Elsnic@Comcast.Net
HENRY R ELSNIC	21 BUCHANAN Rd	BALTO. MD 21212	
Neil Meyerhoff	9 Meadow Road	Balto MD 21212	NMeyerhoff@comcast.net
JAY MILLER	12 BUCHANAN RD.	BALTO MD. 21212	
[illegible]	22 Woodbrook Ln	Balto, MD 21212	[illegible]
Celia Bassich-Zerin	25 Buchanan Rd	Balt MD 2121	Cbassich@towson.edu
HARRIS JONES	12 MEADOW RD	BALTIMORE 21212	HJONES@SEVERN.COM
Elizabeth L. Jones	12 Meadow Rd,	Balto., Md. 2121	
EDWARD W. BROWN JR	25 WOODBROOK LANE	BALTIMORE MD 21212	ed.brown@icomd.com
Dyson P. Ehrhardt	101 Estes Rd.	Balto. Md. 21212	
Kendall S. [illegible]	7 Buchanan Rd	Balto. Md. 21212	
JOSEPH CAUGHEY	102 ESTES ROAD	BALT. MD 21212	
James D. Stone	102 ESTES RD	BALT MD 21212	stone@bowie-jensen.com
Steven A. Allen	7 Buchanan Rd	Balt. Md 2121	

PLEASE PRINT CLEARLY

CASE NAME
CASE NUMBER 03-218
DATE 1/28/03

PETITIONER'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
M Bordoff	23 Spencerville Rd	Cockeysville	
J. E. Wentworth	413 Brightwood Ct Ct Dr	Lutherville	

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CASE NAME _____
CASE NUMBER 03-218
DATE 1/28/03

CITIZEN'S SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
Randall Adler	7 Buchanan Rd	Balto. 21212	
Tina Tysmyth.	5 Buchanan Rd	Balto. 21212	
Wally Matthai	221 Woodbrook Ln	Balto 21212	
Eleanor Hale	205 Woodbrook Lane	Balto 21212	allhales@comcast.net
Rebecca Scholz	17 Buchanan Rd.	Balto 21212	
Dawn Alexander	24 Buchanan Rd	Balt 21212	
Katie Duncan	24 Buchanan Rd	Balto. 21212	
Dyson Ehrhardt	101 Estes Rd.	Balto md. 21212	
EDWARD BROWN	25 WOODBROOK LANE	BALTO 21212	
Bill CASPARY	22 West Padonia Rd	TIMONIUM MD 21093	
Margie Beacham	108 Woodbrook	Balto. MD 21212	bebeacham@comcast.net
Jack Dillon	543 Park Ave	Towson MD 21204	jdillon@dmv.com
Harris Jones	12 Meadow Rd.	Balto, Md. 21212	

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CASE NAME_____
CASE NUMBER_____
DATE_____

Respondents

~~CITIZEN'S~~ SIGN-IN SHEET

NAME	ADDRESS	CITY, STATE, ZIP	E- MAIL
G. Scott Barlight	210 W. Penn Ave	Towson MD 21204	sbarlight@mtplaw.com
J. Elmer Weisheit	413 Brightwood Ct, Parkville	~~Lutherville~~, Md	
Mel Benhoff	25 Stadtlick Farm Ct	Cockeysville MD 210	



Lot 26 Woodley
Water Meter



Lot 26 Woodley
Water Meter

Pet Ex #9

LOTS 21 AND LOT 22

Date	October 29, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	Webb G. Seibold & Phyllis K. Seibold, his wife
Deed Reference	Liber 2197 Page 235
Property Description	Lots 21 & 22
Date	December 20, 1954
Grantor	Webb G. Seibold & Phyllis K. Seibold, his wife
Grantee	Leila R. Turk
Deed Reference	Liber 2618 Page 278
Property Description	Lots 21 & 22
Date	December 30, 1954
Grantor	Leila R. Turk
Grantee	S. James Campbell
Deed Reference	Liber 2631 Page 523
Property Description	Part of Lot 22
Date	May 29, 1956
Grantor	S. James Campbell & Mary Jo Campbell, his wife
Grantee	Mary E. Harris
Deed Reference	Liber 2943 Page 205
Property Description	Part of lot 22 Lot 23 Part of Lot 24
Date	May 29, 1956
Grantor	Mary E. Harris
Grantee	S. James Campbell & Mary Jo Campbell, his wife, t/e
Deed Reference	Liber 2943 Page 208
Property Description	Part of lot 22 Lot 23 Part of Lot 24

Pet Ex #10

LOTS 24 AND 25 CONVEYANCES AS SINGLE PARCEL SINCE AUGUST 4, 1952 AND PORTION OF LOT 24 REMOVED FROM LOTS 24 & 25 PARCEL AND MADE PART OF PARCEL COMPRISED OF PART OF LOT 22, LOT23 AND PART OF LOT 24

Date	August 4, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 2151 Page 286
Property Transferred	Single metes and bounds property description -- "Being also known as Lots 24 & 25"
Date	October 11, 1954
Grantor	H. Guy Campbell & Grace M. Campbell, his wife
Grantee	S. James Campbell
Deed Reference	Liber 2619 Page 429
Property Transferred	0.08 acre of land, part of lot 24
Date	May 29, 1956
Grantor	S. James Campbell & Mary Jo Campbell, his wife
Grantee	Mary E. Harris
Deed Reference	Liber 2943 Page 205
Property Transferred	0.08 acre of land, part of lot 24 Lot 23 Part of lot 22
Date	May 29, 1956
Grantor	Mary E. Harris
Grantee	S. James Campbell & Mary Jo Campbell, his wife, t/e
Deed Reference	Liber 2943 Page 208
Property Transferred	0.08 acre of land, part of lot 24 Lot 23 Part of lot 22

Date	January 22, 1962
Grantor	S. James Campbell & Mary Jo Campbell, his wife
Grantee	H. Guy Campbell & Grace M. Campbell
Deed Reference	
Property Transferred	0.08 acre, part of Lot 24 Lot 23 Part of lot 22

Date	January 7, 1970
Grantor	S. James Campbell, Executor
Grantee	James C. Alban, III & Carolyn C. Alban, his wife
Deed Reference	Liber 5064 Page 475
Property Transferred	First – 3.7 acres Second – Part of lot 22 Third – Lot 23 Fourth – Lots 24 & 25 Fifth – Lot 26 Sixth – Lot 27

Date	June 1, 1977
Grantor	James C. Alban, III
Grantee	Robert N. McCormick & Barbara K. McCormick, his wife
Deed Reference	Liber 5759 Page 506
Property Transferred	I – 3.7 acres II – Part of Lot 22 III – Lots 23, 24, 25, 26, 27

Date	March 5, 1979
Grantor	Robert N. McCormick & Barbara K. McCormick, his wife
Grantee	Alan B. Cohen & Miriam L. Cohen, his wife
Deed Reference	Liber 5996 Page 144
Property Transferred	I – 3.7 acres II – Part of Lot 22 III – Lots 23, 24, 25, 26, 27

Date	September 12, 2002
Grantor	Alan B. Cohen & Miriam L. Cohen
Grantee	Woodbrook LLC
Deed Reference	6825/023
Property Transferred	Southernmost Part of Lot 22 Lots 23, 24, 25, 26 & 27

Pet Ex 16

COMMUNITY PLAN

2001



Lake Roland Dam 1872

Ruxton

Riderwood

Lake Roland Area

Developed by:

Ruxton-Riderwood-Lake Roland Improvement Association, Inc. & J. Christopher Batten, Inc., Land Planning & Design Consultant

May 2001 / Adopted by Baltimore County Council August 5, 2002 (Resolution 76-02)

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INTRODUCTION

THE GOAL OF THE RRLRAIA COMMUNITY PLAN

To help preserve and/or enhance the "quality of life" of the Ruxton, Riderwood and Lake Roland communities.

OBJECTIVES OF THE PLAN

1) As an adopted part of the Baltimore County Master Plan 2010, the RRLRAIA Plan will serve as a guide to expectations, policy and services from Baltimore County.

2) As a "living" blueprint to guide the Association in meeting expectations of the community.

THE AREA REPRESENTED BY THE PLAN

An area roughly bounded by:

- The Baltimore Beltway to the North
- Charles Street and Charles Street Avenue to the East
- The Baltimore City/County line to the South, and
- The Jones Falls/Falls Road corridor to the West

THE CHARACTER AND MAKEUP OF THE COMMUNITY OF RUXTON, RIDERWOOD, AND LAKE ROLAND

To enter the Ruxton-Riderwood-Lake Roland Area Community from any direction is to be struck by its quality of respite. Grand old estates and more modest households are situated on narrow winding roads. Here are tree-shaded suburbs, delightful for their rural roots and preserved history. A broad array of distinct neighborhoods, some old, some new, are the woven fabric of the community, which is served by several contained business "villages." These mature neighborhoods work hard to safeguard the environmental and architectural treasures in their midst, and to resist the negative effects of over-development. Designated a Community Conservation Area, they are an asset to Baltimore County.

DEFINING THE ISSUES OUTLINED IN THE PLAN

With an emphasis on "community input," several key steps were involved in the process which produced the plan including:

- Mail survey among entire residential household population
- Observation discovery by committee and planning consultant
- Prioritization of issues by residents via a Community Expo
- Recommendations by appointed committees

The Planning Process

The Ruxton-Riderwood-Lake Roland Area Improvement Association undertook the following:

- ✧ Commissioned a professional consultant
- ✧ Engaged the entire community for opinions and reaction
- ✧ Recruited community volunteers
- ✧ Included the Baltimore County Office of Planning throughout the process

KEY STEPS IN THE PROCESS

January 2000	J. Christopher Batten, Inc. hired as consultant
January	Community survey conducted
February	Volunteer committees (teams) formed
March	Traffic issues explored with panel of several County and State officials
April	Light rail issues explored with MTA officials
April	Discovery tours throughout the community undertaken by teams
April	3-day Community Expo presenting preliminary findings and recommendations by teams
May	Preliminary Team reports reviewed by the Association Board
June/July	Drafts of Team reports written and submitted to Consultant
August	First draft of plan developed, with feedback from Office of Planning
September–May 2001	Community and board review and editing of written plan
May	Final version of plan completed
June	Submittal of RRLRAIA Community Plan to Baltimore County Office of Planning

EXECUTIVE SUMMARY

The following key community issues were identified and are the focus of the plan. The Community asked for County assistance in addressing these issues.

I. Safety within the community — addressing traffic and light rail issues.

II. Commercial development — expansion and potential for changing the nature or size of businesses.

III. Preservation of the historic fabric and treasures.

IV. Degraded condition of Robert E. Lee Park and Lake Roland.

V. Enrichment of the living experience — potential for walks & trails.

VI. Enhancement of the face of the community — potential for improved signage, flowered commons, blending of commercial areas into the character of neighborhoods.

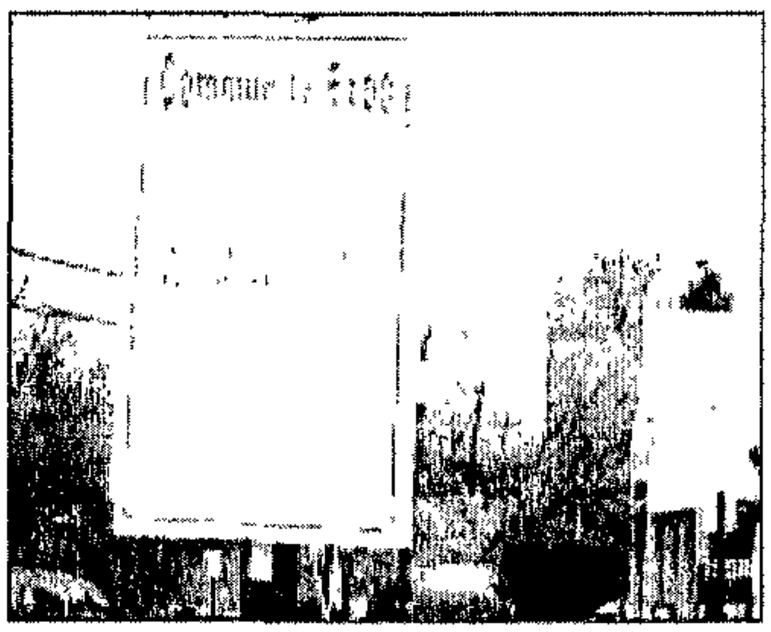
County Adoption

After the plan is reviewed by County planning staff, a public hearing will be held by the Baltimore County Planning Board to hear community comments on the plan. If necessary, revisions to the plan will be made before submitting the plan to the County Council for another public hearing, more revision if necessary and formal adoption as an amendment to the **County Master Plan 2010.**

SPECIFIC ACTIONS REQUESTED OF BALTIMORE COUNTY COUNCIL AND COUNTY GOVERNMENT

There are many actions proposed in this plan—most are to be initiated by the community association and its committees. The following are some of the more specific actions requested of Baltimore County.

1. Traffic (Section 1)
   a. Adopt standard policy for traffic calming (Issue 2)
   b. Meet with community periodically to discuss specific issues
   c. Provide prompt responses to safety concerns of community
2. Development/Zoning (Section 2)
   a. Notify RRLRAIA as soon as development plans are submitted in or around the community
   b. Curb the granting of variances
   c. Tighten need for compatibility when granting special exception conditional use
   d. Adhere to Scenic Route/Scenic Byways guidelines
   e. Adhere to community conservation principles
3. Open Space (Section 3)
   a. Meet with Baltimore City Parks Department officials to determine joint goals of management and maintenance of Robert E. Lee Park (Issue 2, Action 2.1)
4. Walkways (Section 4)
   a. Include sidewalks in the design of proposed Bellona Road improvements (Issue 7)
   b. Assist in planning and construction of sidewalks leading from residential into commercial areas
5. Community Enhancements (Section 6)
   a. Consult with neighborhoods and develop plans for the Ruxton Village Center and the Bare Hills Commercial Village (Issue 2)



Outreach team posted sign to announce the Community Expo



Committee and community study issues @ Expo

Section 1 ✧ Traffic & Light Rail

To enter the Ruxton-Riderwood-Lake Roland Area Community from any direction is to be struck by its quality of respite. Grand old estates and more modest households are situated on narrow winding roads. Here are tree-shaded suburbs, delightful for their rural roots and preserved history. A broad array of distinct neighborhoods, some old, some new, are the woven fabric of the community, which is served by several contained business "villages." These mature neighborhoods work hard to safeguard the environmental and architectural treasures in their midst, and to resist the negative effects of over-development. Designated a Community Conservation Area, they are an asset to Baltimore County.

INTRODUCTION:

Due to the community's narrow, winding roads, increased vehicle traffic over the years is cause for safety concerns. This is compounded by significant disregard to posted speed limits. Widening "improvements" would only encourage more traffic and even greater speeds.

There is heavy motorist use on the community's major east-west arterial, Joppa Road. Ruxton Road, Boyce Avenue, Malvern Avenue, and Rolandvue Avenue are neighborhood roads inappropriate for expanded use. Falls Road and Charles Street are scenic byways and traffic policy should conform to the guidelines. Pedestrians are forced to walk along narrow roads with neither walkways or shoulders. Walkways should be added to major roads.

The community opposes widening or straightening neighborhood streets to increase vehicular capacity as this would dramatically alter the residential character of the community. The community traffic committee must work with county agencies to identify effective solutions to slow cars and reduce cut-through traffic. The community should also network with other communities and groups with similar interests in finding solutions to calming traffic and obtaining funding for reconstruction, new construction, maintenance, and traffic planning.

Residents adjacent to the light rail line are experiencing increasing noise due to friction between wheels and tracks. The proposed addition of a second rail heightens existing concerns. It is imperative that prior to or concomitant with any double tracking of the light rail, MTA address existing noise and maintenance problems.

SUMMARY OF GOALS:

- ✧ Recognize that safety and neighborhood scale are both top priorities
- ✧ Work with county and state officials to resolve traffic problems
- ✧ Work with MTA to resolve light rail issues
- ✧ Continue to act as a forum to discuss traffic issues within the community

ISSUES & ACTIONS:

Issue #1 ✧ *Policy governing road construction, maintenance and traffic laws are dictated by the State Highway Administration (SHA) and Baltimore County.*

Action 1.1 **[RRLRAIA board]** Establish a Traffic Committee (TC) to work with county and state officials to solve traffic problems in the community.

Action 1.2 **[TC]** Conduct periodic traffic meetings with the community, county and state officials and police to discuss problems and solutions.

Action 1.3 **[TC]** Develop list of concerns based on community input at traffic meetings. Forward list to county and state roads officials and copy to 4th, 2nd and 3rd district councilmen.

Issue #2 ✧ *Traffic calming devices may help to slow traffic and discourage cutting through neighborhoods.*

Action 2.1 **[TC]** Join with other community associations and work with county officials to develop new policies regarding traffic calming devices such as speed humps or bumps.

Action 2.2 **[TC]** Refer to "tool box of solutions" for traffic calming solutions. (source in Appendix 'D' under 'Traffic')

Action 2.3 **[TC]** Discuss with Baltimore County officials the possibility of installing traffic control devices in the community as part of a "pilot project" to determine effectiveness and problems.

Issue #3 ✧ *Some traffic problems are caused by community residents.*

Action 3.1 **[TC]** Association newsletter should encourage defensive/cautious driving, walking, telecommuting, clustering errands and carpooling (especially for private school students).

Action 3.2 **[TC]** Lobby for sidewalks along major roads to promote safe pedestrian and bicycle alternatives to vehicle trips.

Issue #4 ✧ *There are intricate issues throughout the community related to specific intersections, traffic volume and speed. Solutions can be controversial even within each neighborhood.*

Action 4.1 **[TC]** Before attempting to resolve specific traffic issues, establish a process to determine consensus on proposed solutions. Conduct specific traffic issue meetings with county or state roads officials.

Issue #5 ✧ *There is little public transportation in the community. Such a service could reduce traffic.*

Action 5.1 **[TC]** Review prospects for community shuttle buses with MTA and/or county transportation planners.



Mid afternoon Saturday at Joppa Road & Bellona Avenue intersection.

Light Rail

SUMMARY OF GOALS:

- ✧ Continue to oppose light rail station in Ruxton or Riderwood
- ✧ Work with MTA to resolve light rail issues
- ✧ Insist on buffer design, installation and maintenance

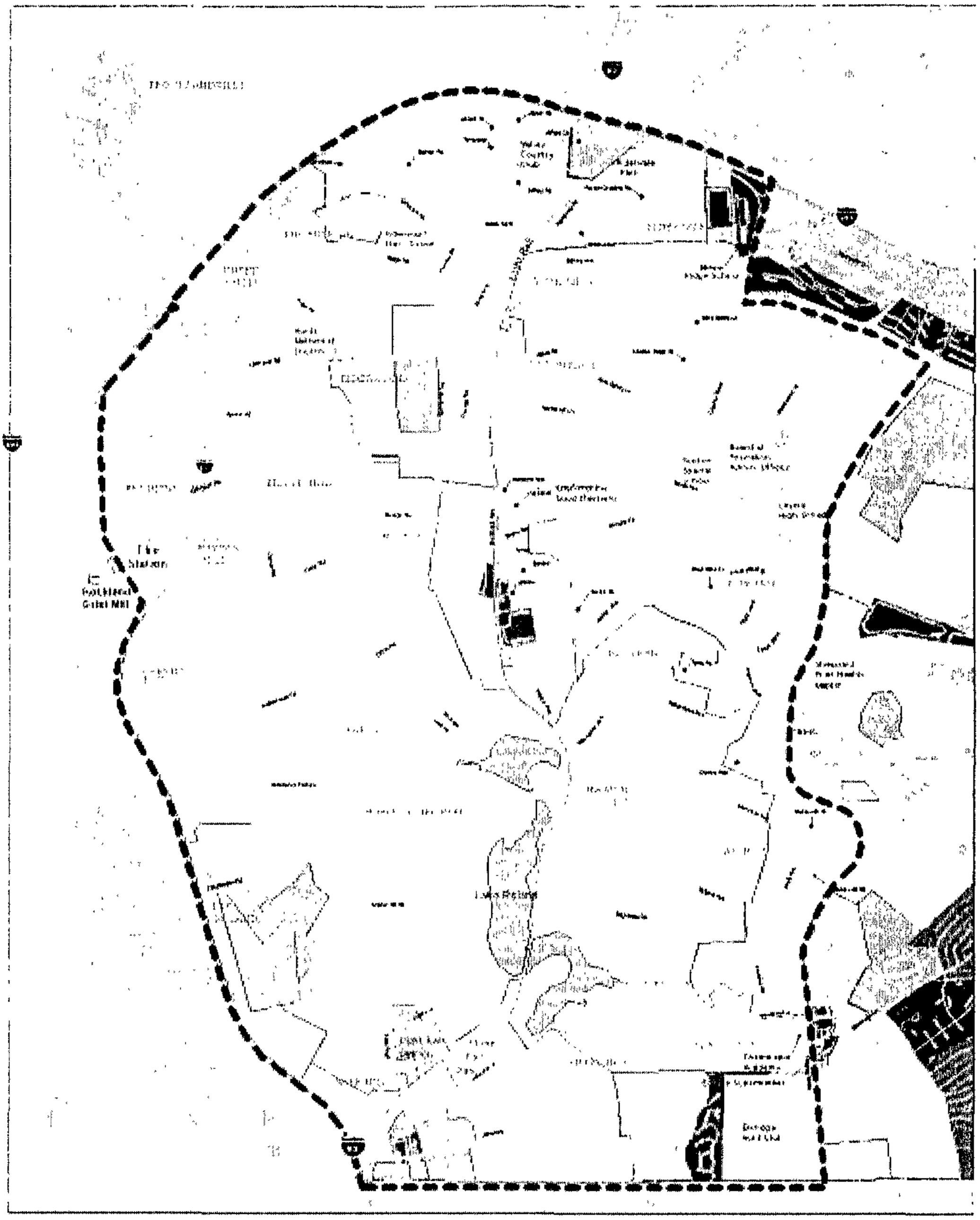
ISSUES & ACTIONS:

Issue #1 ✧ *Light rail trains cause disturbance of neighboring properties and are a traffic hazard. Glaring lights of light rail trains, especially along Bellona Avenue between Ruxton Road bridge and Joppa Road bridge, interfere with driver vision.*

Action 1.1 **[TC]** Review plans to insure that sufficient landscape and sound buffers are designed and insist on proper installation and maintenance of those buffers.

Action 1.2 **[TC]** Insist that MTA maintain light rail cars and tracks to reduce noise.

Action 1.3 **[TC]** Review MTA plans to determine that sufficient glare control has been designed for train lights.



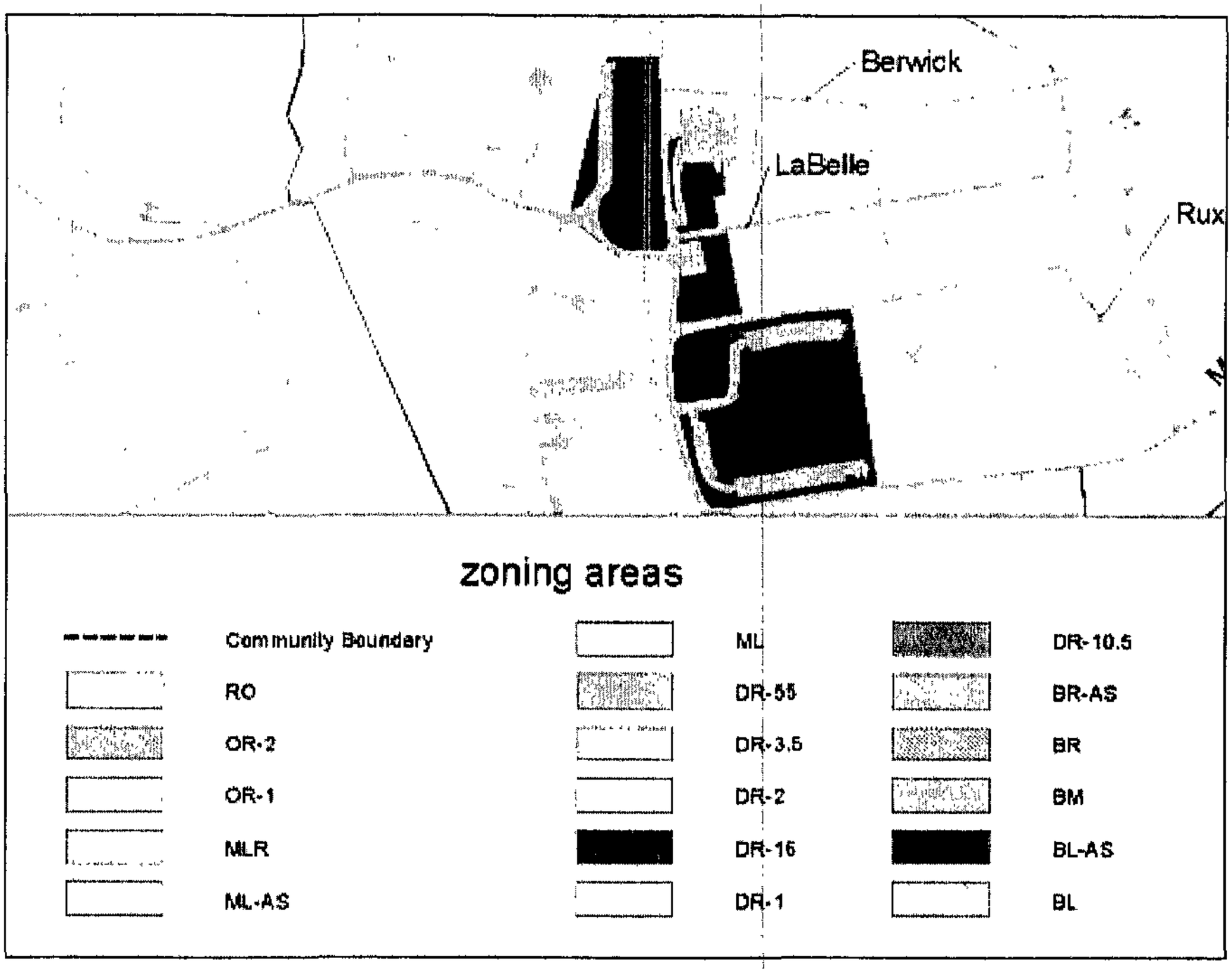
Zoning

Community Plan 2001

1000 0 1000 2000 Feet

North

Ruxton Riderwood Lake Roland Area Improvement Association, Inc.



Key for zoning areas

RO	**Residential Office**
OR-2	**Office/Residential (office w/ accessory commercial uses)**
OR-1	**Office/Residential**
MLR	**Manufacturing light restricted**
ML-AS	**Manufacturing light, automotive services**
Ml	**Manufacturing light**
DR-#	**Density residential (#= max. number units per acre)**
BR-AS	**Business roadside , automotive services**
BR	**Business roadside**
BM	**Business major**
BL-AS	**Business local, automotive service**
BL	**Business local**

NOTE: Patterns used to distinguish some of the above zoning areas have been lost in the file conversion from GIS maps to this more standard jpeg image. To obtain a more legible map contact the Ruxton-Riderwood-Lake Roland Area Improvement Association @ 410-494-7757 or the Baltimore County Planning Office at 410-887-3480.

Section 2 ✧ Zoning & Development

To enter the Ruxton-Riderwood-Lake Roland Area Community from any direction is to be struck by its quality of respite. Grand old estates and more modest households are situated on narrow winding roads. Here are tree-shaded suburbs, delightful for their rural roots and preserved history. A broad array of distinct neighborhoods, some old, some new, are the woven fabric of the community, which is served by several contained business "villages." These mature neighborhoods work hard to safeguard the environmental and architectural treasures in their midst, and to resist the negative effects of over-development. Designated a Community Conservation Area, they are an asset to Baltimore County.

INTRODUCTION:

Over-development is perceived by area residents to be among the foremost threats to the character of the community. These threats include:

- Variances to county regulations involving structural additions to residential properties granted by the Zoning Commissioner and the Department of Environmental Protection and Resource Management
- Zoning violations by residents and businesses
- The "creep" of businesses, causing decay to the edges of residential sectors
- The conversion of neighborhood businesses into magnet ("big box") enterprises
- *In-fill development which is considered inappropriate*

The zoning designation of land within and surrounding the community is the legal tool governing how that land may be developed. When a community seeks to protect itself, having the proper zoning in place is vital.

In order to be effective with developers, a Zoning & Development Committee (ZDC) must be familiar with the County's complicated development processes, understand its zoning regulations, and act promptly. The RRLRAIA board does not initiate zoning action. Instead, it informs its member neighborhoods of new issues supports those neighborhoods which need to take action.

SUMMARY OF GOALS:

- *Maintain high quality residential community standards*
- Support neighborhoods opposing variances and code violations
- Oppose business "creep," magnet commercial enterprises, and high-density residential development
- Work closely with the county's agencies in furtherance of compatible development, improved streetscapes and protection of historic structures
- Work to craft legislation which improves communities' position and negotiating powers with regard to development in order to promote conservation goals and residential quality

ISSUES & ACTIONS:

Issue #1 ✧ *Requests for variances often accompany renovation and development projects in residential areas. Variances from regulations understandably cause strife in neighborhoods. These variances can be granted by the Zoning Commissioner or the Department of Environmental Protection and Resource Management (DEPRM) if they are not opposed. The granting of variances sets precedents for further variances, weakening neighborhoods' standards and defenses.*

Action 1.1 **[RRLRAIA]** Insure that the executive director monitors planning, zoning and development issues in order to inform the neighborhoods of requests for variances and proposed developments in their areas.

Action 1.2 **[ZDC]** Assist the neighborhood in organizing effective testimony before the Zoning Commissioner — every effort must be made to be successful at this level.

Action 1.3 **[ZDC]** Seek out DEPRM inspectors before environmental variances are granted, since there is no official avenue for community input (whereas developers' engineers talk to DEPRM all the time).

Issue #2 ✧ *Zoning and building code violations are divisive for neighbors.*

Action 2.1 **[RRLRAIA]** Report suspected zoning and building code violations to the Department of Permits and Development Management.

Action 2.2 **[RRLRAIA]** Support neighborhood's legal action if it becomes necessary to take a violator to court.

Issue #3 ✧ *Large tracts of land are targets for subdivision, resulting in increased density, increased traffic and loss of open space.*

Action 3.1 **[ZDC]** Work with the Land Preservation Committee (LPC) to address those large parcels of land in the community whose development would be detrimental to the neighborhoods. Advise owners of conservation easements through the Land Preservation Trust (LPT) or of down-zoning (refer to Appendix B).

Action 3.2 **[RRLRAIA]** Maintain a list of LPT properties and their restrictions, as well as a list of large tracts where LPT easements would be desirable.

Issue #4 ✧ *There are three official opportunities for zoning change by developers. The quadrennial Comprehensive Zoning Map Process engages the developers, the public, planning staff, the planning board and the county council in a tiered series of hearings over 14.5 months. In the years between, the Cycle Zoning process is managed by various county agencies responsible for monitoring development, with more constrained public input, and with the board of appeals rather than the county council making the final decisions. A third process exists for out-of-cycle applications.*

Action 4.1 **[ZDC]** Educate the RRLRAIA board and its neighborhoods about the importance of talking to developers and county staff and testifying at all public hearings. County decision-making about zoning designations *is* responsive to community input.

Action 4.2 **[ZDC]** Encourage developers to attend RRLRAIA board meetings to present their plans. Dialogue improves every development.

Issue #5 ✧ *Expertly drafted restrictive covenants offered by developers to safeguard communities can be effective, but they are not easily enforced as compliance requires monitoring and costly legal action.*

Action 5.1 **[ZDC]** Seek the most appropriate zoning designation for a tract or a commercial enterprise because this is the neighborhoods' best protection.

Action 5.2 **[ZDC]** Encourage neighborhoods to enter into covenants restricting developers to certain uses — only when the zoning designation is unavoidably permissive and only after expert legal review.

Action 5.3 **[RRLRAIA]** Enter into covenants as rarely as possible and only when there is no other party to do so.

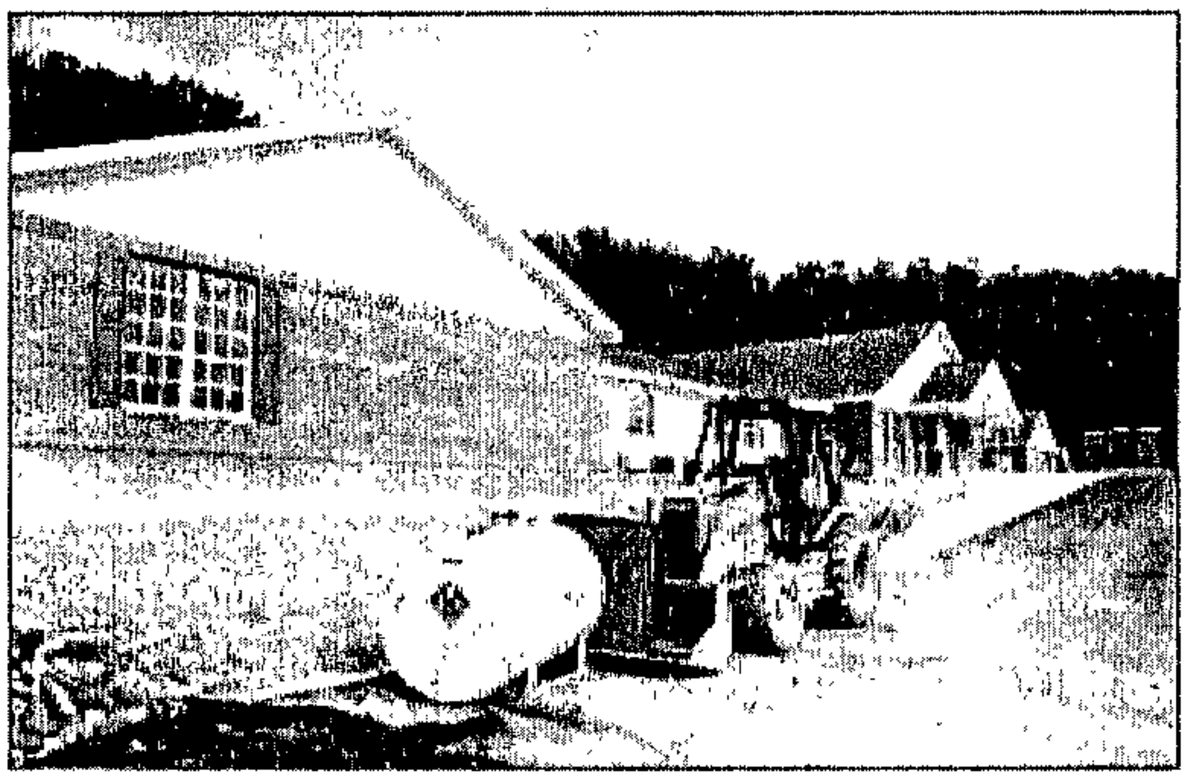
Issue #6 ✧ *Many schools, medical institutions, religious institutions and retirement communities are in or border this community. They are permitted in residential zones by "special exception." Their expansion and development plans should have positive impacts.*

Action 6.1 **[RRLRAIA]** Invite all "special exception" institutions planning expansion to its board meetings to share their plans.

Action 6.2 **[ZDC]** Work with the County Office of Planning staff, the County Council, and in concert with other community groups to improve compatibility standards for institutional uses in residentially zoned areas.

Issue #7 ✧ *County law and ordinances control development process. Improvements would empower communities to:*

- ✧ *Argue effectively for compatibility measures*
- ✧ *Ensure environmental protections are adequately applied*
- ✧ *Assure the preservation of historic structures*
- ✧ *Uphold the "Scenic Routes" and "Scenic Byways" (Falls Road, Lake Avenue and Charles Street) guidelines*



Arden Courts Alzheimer Care Facility on Bellona Avenue (special exception).

Action 7.1 – 6 **[RRLRAIA]** Craft legislation which:

- ✧ Administrative variances can have an impact and, in addition to posting on the property, should also be posted on the Baltimore County website
- ✧ Sharply improves sloppy compatibility legislation guiding the Office of Planning in large-scale assisted living facility (ALF) development
- ✧ Addresses the absence of citizen input into variance requests before the Department of Environmental Protection and Resource Management
- ✧ Encourages protection rather than elimination of historic structures on developers' tracts
- ✧ Eases the burdens to surrounding residents created by "big box" churches able to evade local restriction by employing new freedom of religion edicts passed by Congress
- ✧ Adds teeth to the "Scenic Route" guidelines often waived in zoning hearings

Issue #8 ✧ *Positive development can benefit the community.*

Action 8.1 **[RRLRAIA]** Encourage redevelopment projects that improve the appearance and compatibility of existing business uses (see Community Enhancements section).

Action 8.2 **[RRLRAIA]** Encourage restoration and preservation of all of RRLRA's at-risk historic structures as residences or for adaptive reuse as these buildings weave our architectural "story" (see Historic Preservation section).

Action 8.3 **[RRLRAIA]** Support the admirable goals of Maryland's "Smart Growth" Initiative, such as the refurbishing of run-down neighborhoods in the metropolitan area. As an example, the Historic Scott Settlement of Bare Hills is a proud survivor of the pre-Civil War era. It is in need of repairs and restoration sensitive to the architectural achievements of its founder, the Rev. Aquilla Scott (also founder of the St. Johns AME Church on Bellona Avenue in Ruxton). Scott community leaders have begun to work with the County's Office of Community Conservation to preserve and improve the historic dwellings.

Issue #9 ✧ *It is the view of community associations that the development process is weighted too heavily in favor of developers. It is difficult, costly and time-consuming for citizens to prevail when threatened with incompatible development.*

Action 9.1 **[RRLRAIA]**] Express support for the office, budget and salary of the People's Counsel whose job it is to challenge, on behalf of the citizens, the County's legally questionable zoning decisions.

Action 9.2 **[RRLRAIA]** Recruit lawyers, architects, and community-friendly developers to the RRLRAIA board as their expertise would be invaluable.

Action 9.3 **[RRLRAIA]** Share expertise and influence with bordering community associations, the Community Conservation Action Group, the Greater Towson Council of Community Associations, and others.

Section 3 ✧ Land Preservation

To enter the Ruxton-Riderwood-Lake Roland Area Community from any direction is to be struck by its quality of respite. Grand old estates and more modest households are situated on narrow winding roads. Here are tree-shaded suburbs, delightful for their rural roots and preserved history. A broad array of distinct neighborhoods, some old, some new, are the woven fabric of the community, which is served by several contained business "villages." These mature neighborhoods work hard to safeguard the environmental and architectural treasures in their midst, and to resist the negative effects of over-development. Designated a Community Conservation Area, they are an asset to Baltimore County.

INTRODUCTION:

The Ruxton-Riderwood-Lake Roland communities greatly value open space and the rural character of their neighborhoods. However, a lack of uniform distribution of these areas detracts from the community at large.

Active Recreation facilities are provided at Riderwood Elementary School, located in the north central part of the community, and Ruxton Center (school), located on the eastern edge of the community, however, neighborhoods located on the western and southern parts of the community have no public facilities.

Passive Recreation Lake Roland is one of the most valued assets in the community. It contains unique natural features such as pine barrens, serpentine rock landforms and forests. Three major streams converge into Lake Roland — Towson Run, Roland Run and Jones Falls. The open space, stream valleys, hiking trails and open water in the park provide respite for both city and county residents.

Preservation of open space is a concern. Open space is comprised of:

- Public land owned and maintained by the county, state or city. Baltimore City owns Robert E. Lee Park, and is responsible for its maintenance. Baltimore County owns adjacent land extending north along Roland Run and south from Lake Roland Dam along the Jones Falls.
- Recreational spaces at local schools are the joint responsibility of Baltimore County Board of Education and Baltimore County Department of Parks and Recreation.
- Conservancy and privately owned land.

The public open space should not be developed without compelling reason and agreement of the community.

Privately Owned Parcels within the community are under tremendous pressure to develop. Again, the community opposes variance requests or zoning changes that enable development. Seeking alternatives to development in order to preserve open spaces, natural environment, and the rural character is highly encouraged. Examples include:

- The Land Preservation Trust (refer to Appendix B)
- Programs such as 'NeighborSpace' or 'Adopt-a-Lot' which help preserve the smaller open spaces

The community is proactively dedicated to preserving open space.

Stream and Stream Valley degradation is the other key concern of the community. Stream valleys intersect most communities in the area. They include the Jones Falls, Roland Run and Towson Run, as well as many smaller feeder streams. Over-development and impervious paving in upstream communities contributes to the deterioration of stream valleys and causes more severe and frequent flooding and erosion.

SUMMARY OF GOALS:

- ✧ Preserve and maintain existing parkland
- ✧ Preserve and protect natural resources
- ✧ Preserve the visual landscape
- ✧ Increase usable acreage for active and passive recreation
- ✧ Preserve and improve outdoor recreation facilities
- ✧ Promote land trust to preserve open space and natural resources

ISSUES & ACTIONS:

Issue #1 ✧ *Robert E Lee Park is the community's greatest open space resource but there are several serious issues of concern:*

- ✧ The developed part of the park at the southern end has become a magnet "off-leash" dog exercise area. This has resulted in fecal pollution and shoreline erosion that further speeds the siltation of Lake Roland. There are many angry confrontations between dog walkers and other park users.
- ✧ The paths at the Falls Road (west) side of the park are created by and heavily used by trail bikes. There are potentially dangerous conflicts between trail bike riders and pedestrians.
- ✧ Repeated, heavy use by both bikers and hikers leads to degradation of trails and creation of new trails which has created a negative effect on the natural beauty of this forested oasis.
- ✧ Respondents to the community survey expressed interest in repairing and maintaining the area formerly used as a rugby field (refer to Appendix A).
- ✧ Park access for much of the community is limited.

Action 1.1 **[RRLRAIA board]** Establish a Land Preservation Committee (LPC) to promote the policies outlined above and address the issues in this section of the Community Plan. Include a member of the Robert E. Lee Park Conservancy (RELPC) on this committee.

Action 1.2 **[LPC & RELPC]** Solicit support and input from other neighborhood associations, conservancies and task forces in the area around REL Park.

Action 1.3 **[LPC]** Participate in City and County master plan processes.



Erosion in Robert E. Lee Park from bicycles.

Action 1.4 **[LPC & RELPC]** Working with representatives of concerned neighborhoods, develop a statement of community positions on park issues and work with Baltimore City Department of Recreation and Parks to resolve the issues.

Action 1.5 **[LPC & RELPC]** Work with Baltimore City and County to improve and maintain the park.

Action 1.6 **[LPC & RELPC]** Educate the public and neighbors to demand enforcement of City and County laws in the park, including dog regulations.

Action 1.7 **[LPC & RELPC]** Establish communication with off road bicycle groups to limit trail use to designated areas maintained by the bicyclists and to promote courteous behavior by the bicyclists. Invite input regarding rules and penalties. Consider establishment of "Trail Club" to help park staff maintain and police trails.

Action 1.8 **[LPC & RELPC]** Work with Baltimore City to have a permanent on-site police presence to enforce regulations in the Park and discourage crime.

Action 1.9 **[LPC]** Cooperate with the Walks and Trails Committee to develop a system of trails to the Park with limited neighborhood access (refer to Section 4, Walks & Trails).

Issue #2 ✧ *Robert E. Lee Park is unusual in the respect that it is a city-owned park located in the County. Although city residents do travel to use the park, many county residents also use the park. Without this park, the community would have very little public open space.*

Baltimore City has limited resources to devote to park maintenance, supervision and development. More resources are needed to protect the park assets, the park users and park neighbors.

Action 2.1 **[LPC & RELPC]** Explore the possibility of shared planning, management, and maintenance of Robert E. Lee Park between Baltimore City (owner) and Baltimore County (location of park).

Issue #3 ✧ *The zoning for Robert E. Lee Park is currently residential. Although the City at this time has no intention of selling off any portions of the park, the current zoning would permit residential development.*

Action 3.1 **[LPC]** Work with Baltimore County to develop a park overlay zoning designation and other protective control to assure the preservation of the park.

Issue #4 ✧ *Development of property adjacent to the park would detract from the park visually, functionally and environmentally.*

Action 4.1 **[LPC]** Explore ways to acquire certain adjacent properties that come up for sale on a case-by-case basis through the use of innovative methods such as land trusts, non-profit development corporations, etc.

Issue #5 ✧ *Additional development reduces open space.*

Action 5.1 **[LPC]** Work with Zoning and Development Committee to promote the Land Preservation Trust and donations of easements by the landowners of large subdividable lots. If necessary, provide professional services needed to establish land trust.

Action 5.2 **[LPC]** Educate communities to the importance of continued vigilance in zoning matters such as proposed variances and special exceptions that impact valued open spaces.



Former Westminster Railroad bridge over the Jones Falls.

Issue #6 ✧ *Natural resources of the community — stream, woodlands and wetlands — are threatened by poor watershed management.*

Action 6.1 **[LPC]** Support current regulations that provide stream protection and insist on county enforcement of these regulations. Vigorously oppose any variances or reduction of environmental restrictions.

Action 6.2 **[LPC]** Promote community awareness, especially streamside landowners, of good watershed management practices. Obtain and distribute literature, submit articles to newsletter and newspapers and conduct "information sessions" featuring environmental experts. Join forces with established organizations such as "Save our Streams" (refer to Appendix D).

Action 6.3 **[LPC]** Support County Master Plan goals to preserve stream corridors such as Towson Run and Roland Run for passive use only.

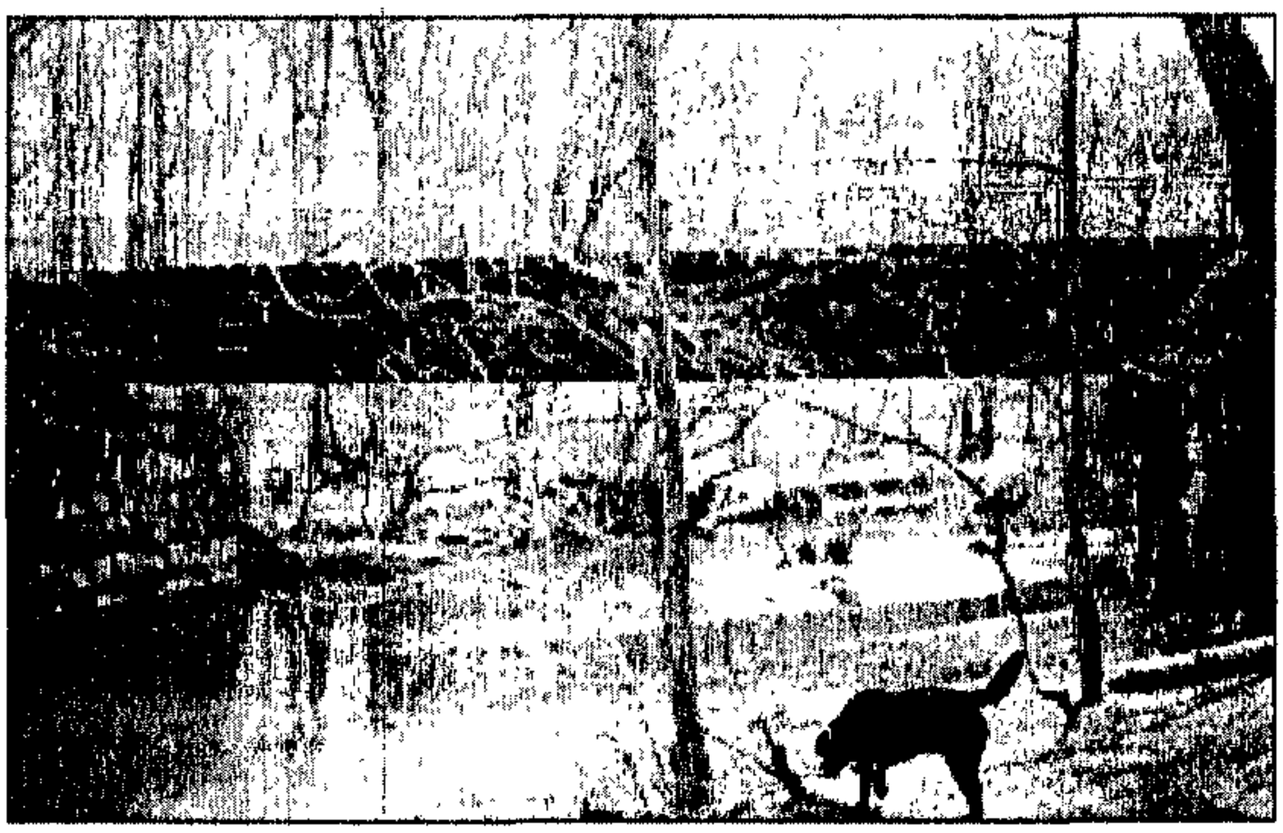
Issue #7 ✧ *The Ruxton-Riderwood-Lake Roland Area has very few active recreation facilities.*

Action 7.1 **[LPC]** Consider possible improvements for open space in Essex Farm Park and the Ridge School which has been closed. Also consider bicycle/pedestrian linkage to the proposed Meadowood Park in addition to or in lieu of new facilities in the community.

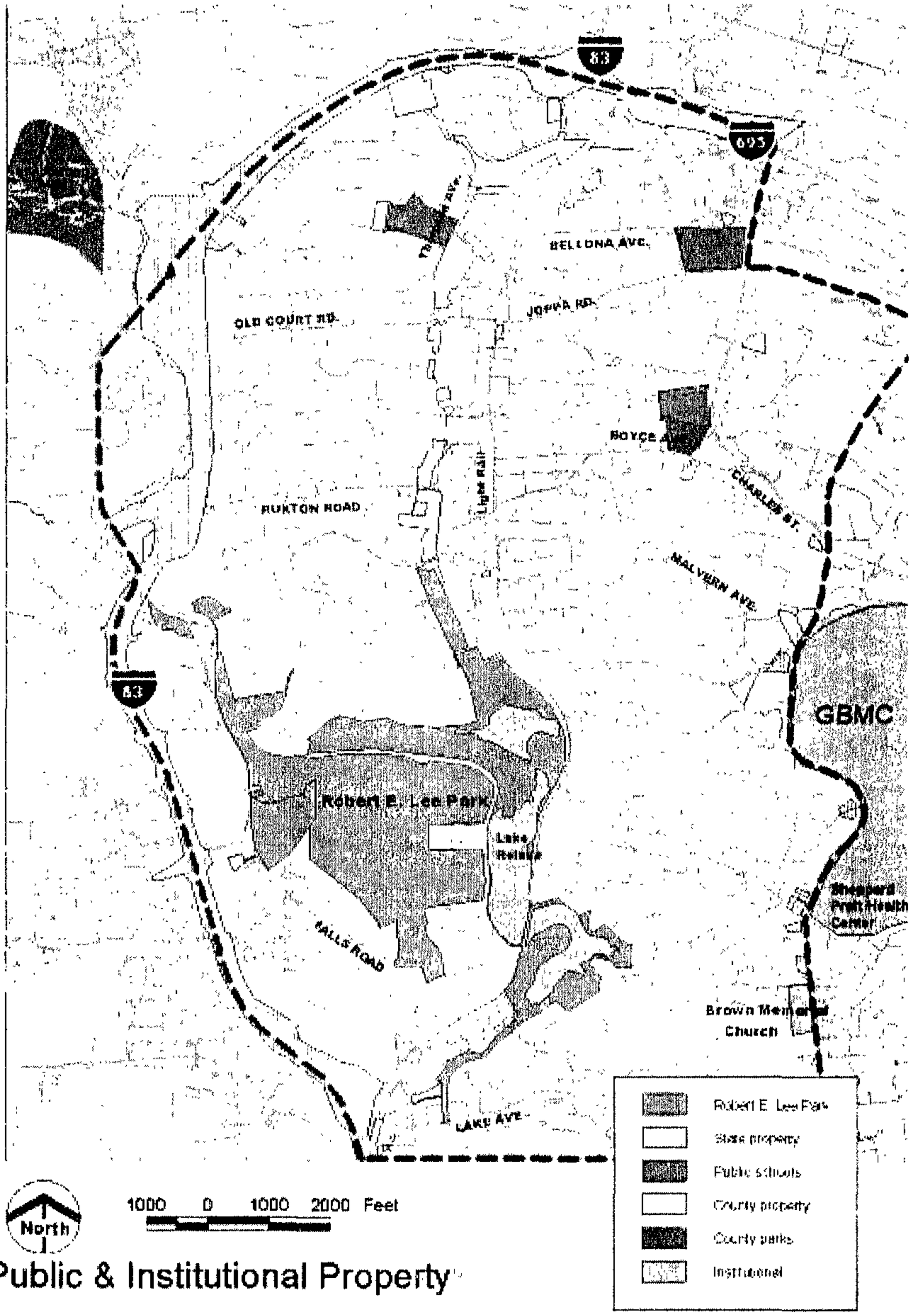
Action 7.2 **[LPC]** Promote development and maintenance of small neighborhood parks utilizing programs such as Adopt-a-Lot or NeighborSpace (refer to Appendix D).

Issue #8 ✧ *Proposals to develop Lake Roland as a more active recreation facility are being considered, however, many residents prefer the current passive use.*

Action 8.1 **[LPC]** Express community attitudes to Baltimore City Parks Department and insist that any plans for the park be developed with early input by the community.



Railroad bridge over Jones Falls.



Public & Institutional Property

Section 4 ✧ Walkways and Bikeways

To enter the Ruxton-Riderwood-Lake Roland Area Community from any direction is to be struck by its quality of respite. Grand old estates and more modest households are situated on narrow winding roads. Here are tree-shaded suburbs, delightful for their rural roots and preserved history. A broad array of distinct neighborhoods, some old, some new, are the woven fabric of the community, which is served by several contained business "villages." These mature neighborhoods work hard to safeguard the environmental and architectural treasures in their midst, and to resist the negative effects of over-development. Designated a Community Conservation Area, they are an asset to Baltimore County.

INTRODUCTION:

Over time many paths and trails throughout the community have vanished due to growth. This has created not only a hazardous environment for those citizens who enjoy the outdoors but contributes, to some degree, to unnecessary vehicle traffic. In addition, the light rail restricts existing pedestrian and bicycle activity by dividing the community virtually in half. Bicyclists and pedestrians are forced to ride on narrow roads without shoulders. Even with the hazardous conditions there are a significant number of people walking and riding bikes. The level of use in such an unsafe environment implies that there are others in our community who would prefer to walk or ride but will not brave the hazards.

WALKWAY DEFINITIONS:

Walkways are defined as follows for the purposes of this plan:

Sidewalks: Used by general public, usually to provide access to and around commercial areas.

Paths: For lesser use than sidewalks, would often feed into sidewalk from residential neighborhood.

Trails: Primarily for recreational use to provide access through open space.

SUMMARY OF GOALS:

- ✧ Aggressively seek funding for sidewalks and paths in appropriate community areas.
- ✧ Improve the safety of pedestrians and bicyclists by creating a network of sidewalks and paths in areas of greatest congestion and danger.
- ✧ Require all future roadwork and developments to address the issue of bicycle and pedestrian access and where appropriate develop walks and paths in conjunction.
- ✧ Encourage walkway planning efforts to be jointly undertaken by county and/or state officials working directly with neighborhood task force.
- ✧ Obtain information on issues pertaining to sidewalks and paths including liability, rights-of-way, planning, design and funding sources.

ISSUES & ACTIONS:

Issue #1 ✧ *Retrofit walkways are extremely difficult to locate and design in this community due to minimal public rights-of-way, privacy concerns, liability concerns, existing structures, utility poles, trees and topography. There is also a concern that development of walks may detract from the rural character of the area.*

Action 1.1 **[RRLRAIA board]** Establish a Walks and Trails Committee (WTC) to research innovative solutions to such issues as liability, obtaining easements from landowners and construction methods.

Issue #2 ✧ *Village centers lack safe pedestrian access. The commercial centers of "Ruxton Village" (intersection of Ruxton Road and Bellona Avenue), "Charles Street Village" (Charles Street from Stevenson Lane to Woodbrook Lane), Lake Falls Village, (intersection of Falls Road and Lake Avenue), and Riderwood Village (post office) are not safely accessible by pedestrians or bicyclists. (Refer to Appendix D, Village Centers; Refer to "Possible Walks & Trails" Map).*

Action 2.1 **[WTC]** Make sure that village center streetscape plans include crosswalks and sidewalks as part of the total redevelopment plan. Walks and Trails Committee should provide input and support for these redevelopment projects.

Issue #3 ✧ *Robert E. Lee Park is also difficult to access from the west.*

Action 3.1 **[WTC]** Work with the Robert E. Lee Park Conservancy to repair and maintain the trail along the railroad bed to Falls Road (see "Possible Walks & Trails" map, T*1 and Section 5, Land Preservation).

Issue #4 ✧ *The MTA light rail tracks have divided the community into two sections. Prior to its construction, the right-of-way was used as a pedestrian link providing access and community interaction.*

Action 4.1 **[WTC]** Work with the MTA and the Robert E. Lee Park Conservancy to develop at-grade pedestrian crossing of the light rail tracks allowing access to Robert E. Lee Park from the east (refer to "Possible Walks & Trails" map, TC*1).

Action 4.2 **[WTC]** Work with MTA to develop a trail from Essex Farm Park to Ridervale Park connecting them under the railroad bridge (refer to "Possible Walks & Trails" map, TC*2).

Action 4.3 **[WTC]** Promote pedestrian improvements for the Falls Road, Ruxton Road and Joppa Road bridges over the light rail tracks. Ruxton Road and Falls Road improvements should be part of the village center revitalization projects.

Issue #5 ✧ *There is a lack of designated bicycle routes in the community.*

Action 5.1 **[WTC]** Designate a Bicycle Task Force (BTF).

Action 5.2 **[BTF]** Work with county and state agencies on bicycle safety measures including the following:

Action 5.2a Designate and mark Thornton Road with a bike lane from Joppa to Timonium if width allows.

Action 5.2b Designate and mark the east side of Falls Road from the city line to Joppa with a bike/pedestrian lane.

Action 5.2c Designate a bike lane on Bellona Avenue from Ruxton Road south to Charles Street.

Issue #6 ✧ *Bellona Avenue from Joppa Road south to Berwick Road is not safe for pedestrian traffic. A sidewalk in this area would provide safer pedestrian access for many residents to the Ruxton Village Center.*

Action 6.1 **[WTC]** Establish Bellona Avenue Walkway Task Force (BAWTF) to determine community support for a sidewalk along the eastern side of Bellona Avenue from Joppa Road south to the Ruxton Village Center. Consider a shortened version of this walkway from Berwick Road to Boyce Avenue over the existing dirt path for the initial phase (refer to "Possible Walks & Trails" map, W*1).

Action 6.2 **[BAWTF]** Based on adequate community support for the walkway, request planning, design and funding assistance from the Baltimore County Office of Community Conservation and elected officials.

Issue #7 ✧ *There is no safe pedestrian access along Bellona Avenue between Riderwood Village and Ridervale. A sidewalk in this location would link several communities to the Riderwood Village.*

Action 7.1 **[WTC]** Determine neighborhood support for a sidewalk in this location. Based on neighborhood support, request RRLRAIA board send written request to Baltimore County Public Works endorsing the inclusion of sidewalks in these two projects if at all feasible. Follow up with periodic calls to determine status of project.

Issue #8 ✧ *Baltimore County plans to construct a regional park and sports complex west of Falls Road, north of the Beltway (Meadowood Park). The feasibility of a regional trail from the Penn Railroad Station to Lake Roland is currently being studied. Although the project, if feasible, is several years away, it may be that a link to Meadowood will be considered. Such a trail would be an asset to the RRLR community also, but the community would prefer that such a trail be located on the western edge of the community parallel to interstate 83. There is a Baltimore Gas and Electric transmission line and right-of-way that may be an option the community would support (refer to Possible Walks & Trails Map, T*3). The old Westminster Railroad bed which roughly parallels Falls Road would be another option.*

Action 8.1 **[WTC]** Monitor progress of Jones Falls Trail Study. If and when a real prospect develops, determine community support or opposition for this trail extension. Based on sufficient community support and RRLRAIA board approval, request planning study by Baltimore County.

Action 8.2 **[WTC]** Explore the possibility of reclassifying the Jones Falls greenway from an "environmental greenway" to a "recreational greenway" within the County's Master Plan 2010 and Land Preservation Plan.

Issue #9 ✧ *County Public Works Department does not always notify communities regarding design of proposed capital projects. Some of these projects present opportunities for sidewalk construction such as Bellona Avenue (Issue #8).*

Action 9.1 **[WTC]** Monitor the Capital Projects Budget to determine if any street projects are proposed within the community and determine community support for sidewalks in the location of such projects. Notify County Public Works Department regarding community support for sidewalks on specific projects in the capital budget.



Footpath on Bellona Avenue south of Berwick.

Possible Walkway Descriptions:

(see map on page 24)

VILLAGE CENTERS

Five village centers are high priority for sidewalk and crosswalk improvements. These would be planned and constructed as part of an overall revitalization plan.

WALKS

*W*1* A very difficult construction from Boyce Avenue north to Joppa Road would require cooperation from all private property owners on the east side of Bellona Avenue. If constructed on the west side between the road and light rail, a special exception to light rail setback requirements would be needed. The connection, if possible, would provide walking access for many homes to the Ruxton Village Center. The shortened version of this walk goes from Berwick Road north to Boyce Avenue following an existing dirt footpath (see Issue #8).

*W*2 North Bellona Road Sidewalk*

These sidewalks would be part of a larger public works project already included in the Baltimore County Public Works Capital Budget, Fiscal Year 2000. The sidewalk would connect existing sidewalks on Bellona Avenue east of Ruxton Crossing Road to the Riderwood Post Office and Village Center (see Issue #7).

LIGHT RAIL TRACK CROSSING

*TC*1* The possible at-grade track crossing would be similar to one already in the park at the south end of the light rail bridge crossing the lake. It would provide park access to the neighborhoods off of Rolandvue Avenue and the south end of Bellona Avenue. This crossing would have to be in conjunction with trail improvements on the park side of the light rail track (see Issue #4; Action 4.1).

*TC*2* This potential crossing would connect two parks (see Issue #4; Action 4.2 and Issue #7; Action 7.1).

TRAILS

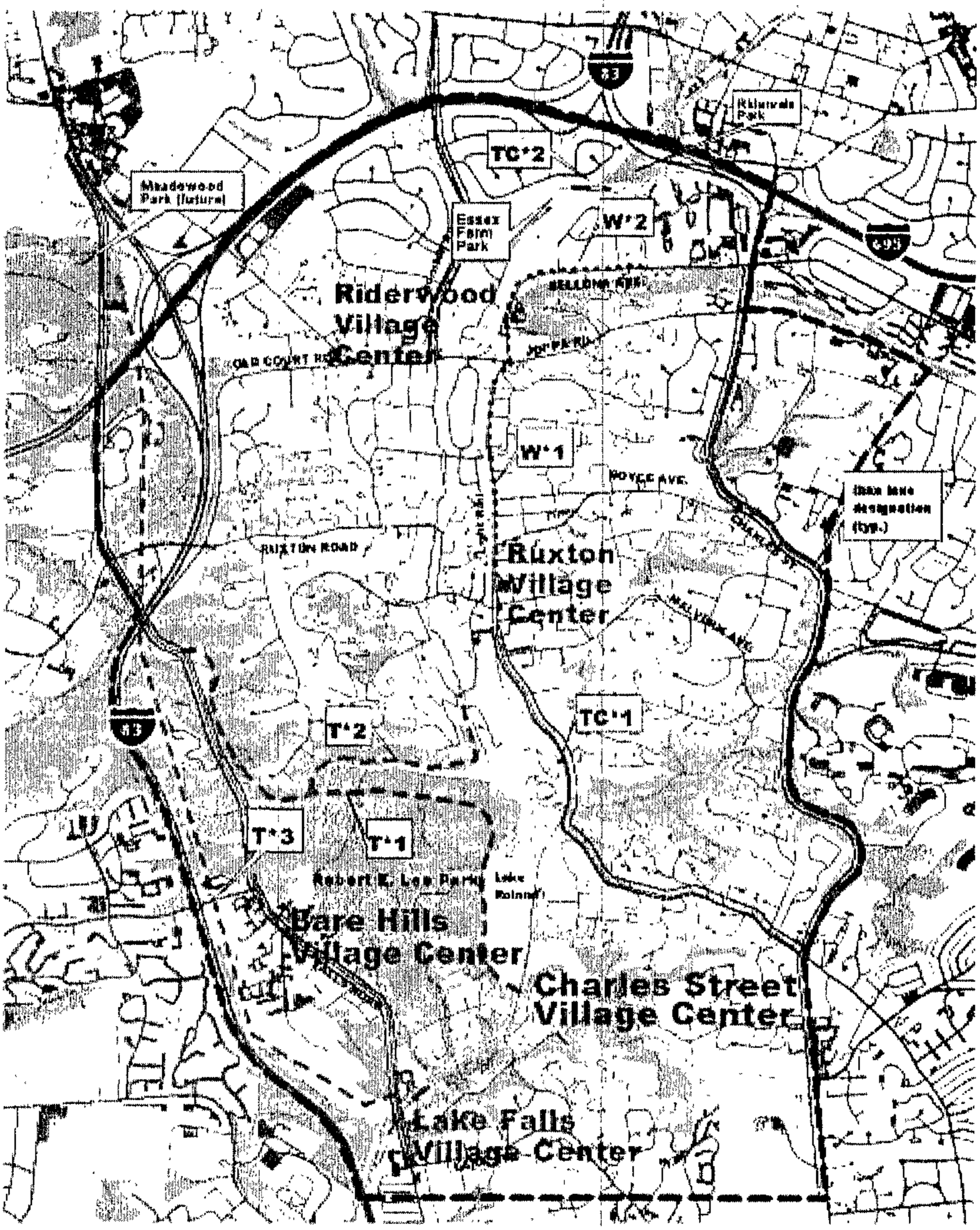
*T*1* This is an existing trail over the historic Greenspring branch train right-of-way which served the mills in the 19th century. The trail is located on private park property. Maintenance and policing of the trail are the most urgent needs.

*T*2* This is an existing trail which provides neighborhood access into Robert E. Lee Park from the north. (refer Section 3; Issue #7; Action 7.1).

*T*3* This trail would be part of a network of trails originating at Penn Train Station in Baltimore. It would provide access to the proposed Meadowood Regional Park north of the Beltway (see Issue #8).



Footpath in Robert E. Lee Park.



Possible Walkways & Bikeways

Section 5 ✧ Historic Preservation

To enter the Ruxton-Riderwood-Lake Roland Area Community from any direction is to be struck by its quality of respite. Grand old estates and more modest households are situated on narrow winding roads. Here are tree-shaded suburbs, delightful for their rural roots and preserved history. A broad array of distinct neighborhoods, some old, some new, are the woven fabric of the community, which is served by several contained business "villages." These mature neighborhoods work hard to safeguard the environmental and architectural treasures in their midst, and to resist the negative effects of over-development. Designated a Community Conservation Area, they are an asset to Baltimore County.

INTRODUCTION:

Recognizing the history of the community is important in promoting a sense of continuity and permanence. The efforts of prior residents that established a quality neighborhood are greatly appreciated and the community can learn from their efforts in meeting the challenges of today.

The challenge, in part, is to promote an awareness through education, of the historic resources of the community, and thereby develop consensus as to the importance of preserving them.

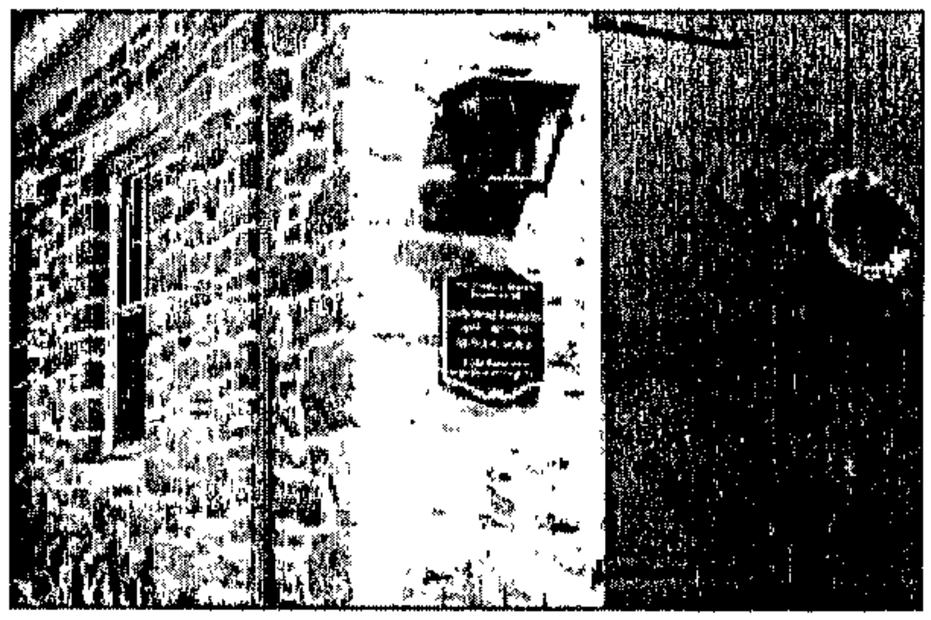
Ruxton's history is rich and varied, as it reflects many economic, social and political events that parallel the development of the state and country as a whole. Its early history has been recently documented; the details of which may surprise even its most senior residents.

The community's history is expressed in several forms:

- ✧ The built environment of residential, agricultural, religious, industrial, educational and other features that are or have been a part of this community's past and present.
- ✧ The history and evolution of the natural environment, its landscape, which would include our land, streams, soil, and vegetation.
- ✧ The social-cultural history of the people who have inhabited this area over the past three hundred years.

SUMMARY OF GOALS:

- ✧ Educate community regarding the history of the area
- ✧ Map and describe sites of historic significance
- ✧ Utilize state and county programs to preserve historic features



ISSUES & ACTIONS:

Issue #1 ✧ *Educational and preservation programs will be more effective if initiated from within the community.*

Action 1.1 **[RRLRAIA board]** Establish a Historic Preservation Committee (HPC) to sponsor educational and preservation projects.

Issue #2 ✧ *Education and awareness of history and historic resources is critical to gaining community support for preservation efforts.*

Action 2.1 **[HPC]** Provide educational seminars and lectures, videos, posters and books to identify and raise community awareness of surrounding resources.

Action 2.2 **[HPC]** Initiate historic seasonal or anniversary celebrations, festivals or tours.

Action 2.3 **[HPC]** Design and provide identification plaques at historic sites.

Action 2.4 **[HPC]** Restore, rebuild or improve the historic features or sites as community projects sponsored by local businesses. Install recognition/information signs.

Issue #3 ✧ *Due to a significant concentration of historic resources, the entire community can be considered for National Register of Historic Places designation. One or possibly several districts within the community could be formed.*

Action 3.1 [HPC] Develop a plan to inform the community about benefits of the historic district designation. Include the following information:

1. District designation would allow any property which contributes to the historic character of the district to be eligible for tax credit benefits. There is no restriction to what property owners can do unless they accept federal or state funds.
2. If benefits are received, the property owner may be required to allow an easement to preserve the structures integrity.
3. Significant alterations would have to be approved by the Maryland Historical Trust.
4. State tax credits may be granted for updating improvements to prolong useful life, such as bathrooms.

Action 3.2 **[HPC]** Determine community support for the designation as required by the Maryland Historic Trust.

Action 3.3 **[HPC]** Work with the Maryland Historic Trust to create area designations compatible with the Trust requirements.

Issue #4 ✧ *Historic inventory developed in 1987 needs to be reviewed and updated.*

Action 4.1 [HPC] Conduct a survey of area residents in order to amend the 1987 inventory. Survey participants should fill out surveys noting historic facts about the structure, architecture, prior owners and any historic events at that location. The updated inventory would be used by the Maryland Historic Trust in the evaluation of the area for National Register of Historic Places eligibility and Historic District nomination.

Issue #5 ✧ *Individual properties can be designated for preservation if community support for the district is insufficient.*

Action 5.1 [HPC] Utilizing the updated historic properties listing, contact the property owners and provide them with the National Register nomination form (from the Maryland Historical Trust [MHT] Office of Research, Survey and Registration) for the purpose of documenting and evaluating the condition of the property. Once satisfactorily completed and submitted to the MHT, the property owner may then nominate the structure for register listing. The Governor's Consulting Committee on the National Register will make a recommendation to the State Historic Preservation Officer. If recommended by the consulting committee and State Preservation Officer, the nomination is forwarded to the Secretary of the Interior for final approval. Once listed the property becomes eligible for state and local rehabilitation tax credits, low-interest loans and certain other protections.

Issue #6 ✧ *Architectural and site design in the historic areas of the community should be consistent with the existing design.*

Action 6.1 [HPC] Request that businesses and homeowners use neighborhood compatible design and provide examples.

Action 6.2 [HPC] Appoint a task force of architectural and site design specialists to establish design guidelines for advising both commercial and residential property owners considering construction, additions or significant alterations to existing structures. Issues such as massing, scaling, detailing and facade should be addressed to help property owners in seeking the most compatible blending with their property and the surrounding structures and land. Prior to guideline adoption by the RRLRAIA, hold public meeting(s) for discussion and further community input. The task force members advise HPC on specific architectural issues. Consider use of guidelines available from MHT or other communities.

Issue #7 ✧ *Zoning code violations and variances over the years have eroded the quality of our community's historic character.*

Action 7.1 **[HPC]** Insist on enforcement of zoning restrictions.

Issue #8 ✧ *Attractive landscapes define this community with winding narrow roads, extensive woodlands, mature trees, natural areas and well maintained yards.*

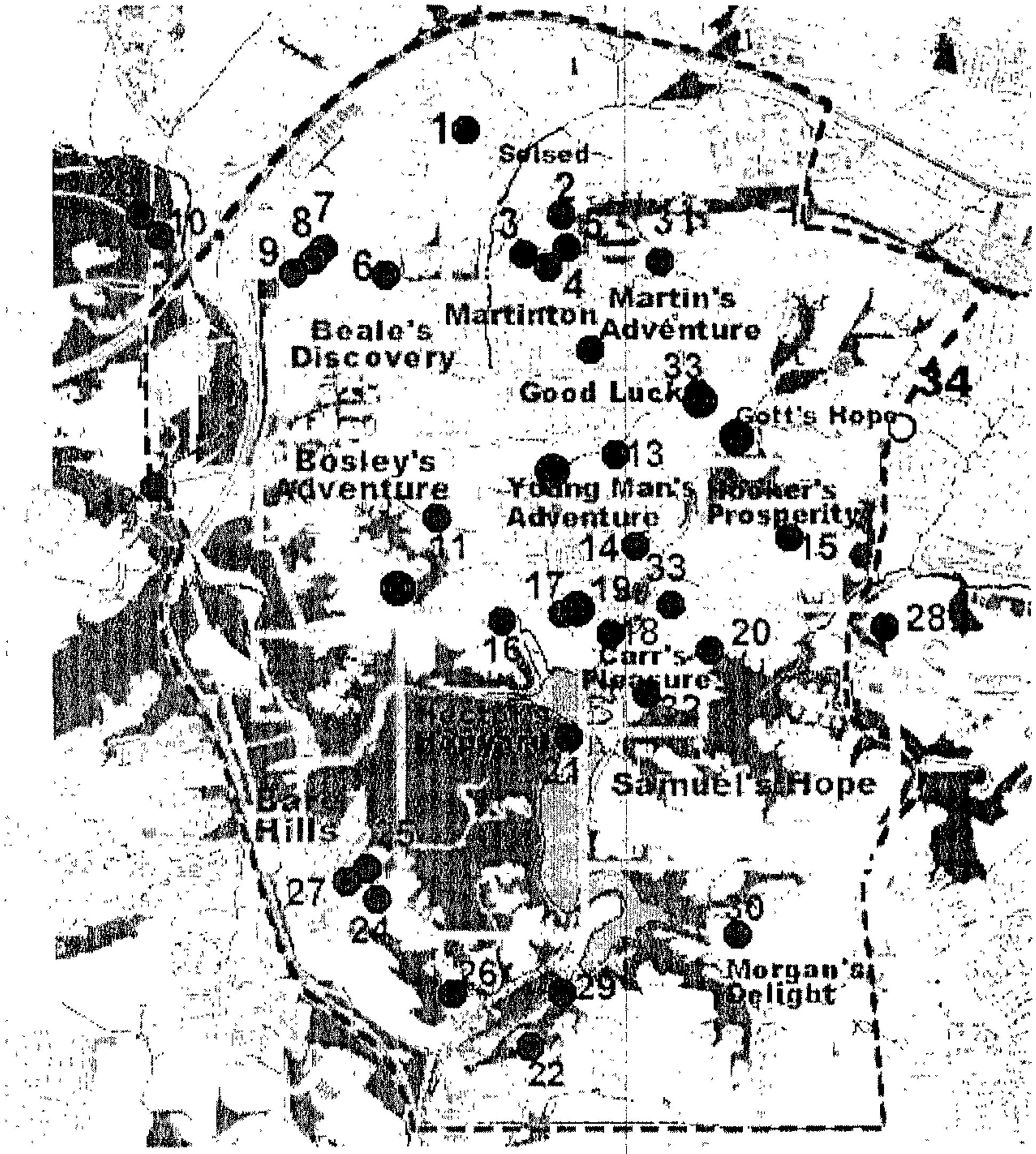
Action 8.1 **[HPC]** Provide recognition for property owners, businesses and developers who set good examples by preserving and enhancing landscapes.

Action 8.2 **[HPC]** Require that all proposed improvements (including walks and trails) be designed and constructed to enhance the historic landscape.

Action 8.3 **[HPC]** Encourage and support homeowners with large lots to donate development rights to the Land Preservation Trust (see Appendix B).

Action 8.4 **[HPC]** Map locations of large trees and significant tree groupings in the community. Include trees listed on the Maryland Bicentennial List and the List of Champions. Encourage landowners to maintain and preserve these significant trees. Consider inducements or requirements for tree preservation.

Action 8.5 **[HPC]** Insist on enforcement of county and state restrictions on forest damage and removal.



Historic Sites Legend

1. Thornton-Rider home
2. Approximate site of 1854 Railroad Accident
3. Original Rider home circa 1827
4. Riderwood Railroad Station
5. Mary Rider house circa 1879
6. Hunt Church site – original structure 1780
7. Hunt spring house
8. Hunt home
9. Hunt family grave yard
10. Valley Inn
11. Nicholas Ruxton Moore spring house & home site
12. Rockland Village Historic District (1706)
13. Spring house circa 1826
14. Mary Rider Haslup home circa 1890
15. Approximate burial site of Robert Strawbridge
16. Probable burial site Nicholas Ruxton Moore
17. St. Johns AME Chapel & parsonage (1833)
18. Solomon-Bowen Home circa 1745-1776
19. Bicentennial tree
20. Fisher home (1875)
21. Site of Bellona Gunpowder Mills circa 1800-1850
22. Buckingham (1824)
23. Brooklandville RR station circa 1860
24. Bare Hills House (1850)
25. Bare Hills School (1880)
26. Nelson Bowen House circa 1870
27. Scott settlement area circa 1830
28. Benjamin Bowen Home circa 1739
29. Lake Roland Historic District
30. Tyroconnel (1921)
31. Schoolmaster's home (1772)
32. Reese house (1869)
33. Thomas Ellicott house (1869)
34. Gott's Hope House, circa 1747

Section 6 ✧ Community Enhancements

To enter the Ruxton-Riderwood-Lake Roland Area Community from any direction is to be struck by its quality of respite. Grand old estates and more modest households are situated on narrow winding roads. Here are tree-shaded suburbs, delightful for their rural roots and preserved history. A broad array of distinct neighborhoods, some old, some new, are the woven fabric of the community, which is served by several contained business "villages." These mature neighborhoods work hard to safeguard the environmental and architectural treasures in their midst, and to resist the negative effects of over-development. Designated a Community Conservation Area, they are an asset to Baltimore County.

INTRODUCTION:

While enhancing and preserving overall characteristics of the community are addressed throughout the Community Plan, this section focuses on specific upgrading and face lifting opportunities. Essentially, two areas present themselves for upgrading types of improvement.

- ✧ The public domain areas such as the roads, roadsides and bridges as well as the light rail corridor.
- ✧ The small-scale commercial centers throughout the community.

Over the years the roads, bridges and light rail corridor have been upgraded with maintenance efforts. However, further coordination between the community, the county, the state, and the MTA would provide even greater impact. Examples include standardization of the materials used in fencing, guardrails, sidewalks, curbing, and regular maintenance plans.

The commercial centers would benefit immeasurably from a coordinated revitalization effort. Currently, many of these commercial centers are pursuing a "village center" strategy with help from supportive county and state agencies. This has resulted in enhancements such as pedestrian-friendly streetscapes, multi-material crosswalks, lighting and street furniture such as benches, trash receptacles and planters.

SUMMARY OF GOALS:

- ✧ Seek the support of county and state programs including those provided by the County Office of Community Conservation and the State Highway Administration's Office of Environmental Design.
- ✧ Foster cooperative ventures between the community, local businesses and government agencies.
- ✧ Continually monitor the community for opportunities for improvements.

ISSUES & ACTIONS:

Issue #1 ✧ *Opportunities for community enhancement are not seized due to a lack of awareness and/or a lack of knowledge about how to pursue such opportunities.*

Action 1.1 **[RRLRAIA board]** Establish an Enhancement Committee (EC) to identify and pursue community beautification and revitalization projects and funding.

Issue #2 ✧ *Commercial centers are increasingly congested, often lack a cohesive appearance, and are not pedestrian friendly. Some areas such as Lake Falls, Ruxton Village and Charles Street Village have initiated efforts to revitalize and upgrade the commercial centers. Following is a brief description of current revitalization efforts and prospects:*

- Ruxton Village Center/Graul's Market — *(Bellona Avenue from Malvern Road to Berwick Road)* Exploratory meetings have taken place to determine resources and to propose several improvements to the village area. Because the village lies along both county and state roads as well as the light rail track, a combined effort between the county, the State Highway Administration, the MTA and the community is warranted. The Baltimore County Office of Community Conservation has agreed to coordinate this joint effort and future meetings are currently scheduled which involve the above mentioned parties, as well as local businesses and residents. Improvement efforts will be focused on:
  - Creating a cohesive, attractive village center
  - Developing a pedestrian friendly village core
  - Designing safer traffic flow — ingress/egress and parking
  - Installing continuous sidewalks & crosswalks linking businesses
  - Introducing street furniture (benches, planters, trash receptacles, lamp posts)
  - Landscaping select areas throughout village center and particularly along light rail track

- Charles Street Village Center/Eddie's Market — *(Charles Street from Stevenson Lane to Bellona Avenue)* Community members have hired a planning consultant and sponsored several meetings with county officials, SHA and business owners. The SHA is working with a community task force to explore possible improvements to Charles Street including:
  - Creating a cohesive, attractive market center
  - Discouraging "big box" development
  - Improving exit/entrance configuration
  - Limiting late night hours
  - Reducing crime
  - Establishing attractive landscaping
  - Improving pedestrian and bicycle access
  - Conforming to Scenic Route/Scenic Byways guidelines

- Lake Falls Village — *(Falls Road and Lake Avenue Intersection)* The Greater Falls Road Neighborhoods Task Force, Inc. (which concerns itself with improvements to Falls Road from Northern Parkway to the beltway) is the impetus behind enhancement efforts at the Lake and Falls Road intersection. This group of associations is working to create business/neighborhood dialog and coordinate state/county/city-funding aimed at:
  - Conforming to Scenic Route/Scenic Byways guidelines
  - Keeping signs attractive and to a minimum
  - Encouraging landscaping which brings cohesiveness to the area
  - Limiting late night hours
  - Reducing crime
  - Expanding its friendly outdoor cafe scene
  - Improving sidewalks and crosswalks
  - Creating usable bicycle lanes and trails
  - Establishing an attractive Robert E. Lee Park entryway

- Erecting a Robert E. Lee Park mural
- Studying the MTA's push for a larger light rail station parking lot
- Creating an east-side Falls Road bicycle and pedestrian lane, linking Lake Falls Village and the Bare Hills Commercial Village
- Reducing Falls Road speed limit between Lake Falls Village and the Bare Hills Commercial Village

✦ The Bare Hills Commercial Village — *(Falls Road from Clarkview Road to Old Pimlico Road)* This hodgepodge commercial center is located on Falls Road (a state road designated both a county Scenic Route and a state Scenic Byway) and is eligible for enhancement assistance from SHA and MTA, as well as county improvements. The Falls Road Scenic Route Group has joined with the Greater Falls Road Neighborhoods Task Force to encourage:

- Reducing and coordinating signage
- Encouraging facade improvements
- Encouraging attractive renovation
- Improving landscaping and buffering
- Creating pedestrian access
- Discouraging zoning variances along Falls Road
- Conforming to Scenic Route/Scenic Byways guidelines

✦ Riderwood Village — This small commercial center has recently been cosmetically refurbished. Revitalization might be limited to landscaping and sidewalk upgrades. Planning assistance would have to come from Baltimore County Office of Community Conservation or a private consultant paid for by the businesses and/or community.

Action 2.1 **[EC]** Track progress of task forces involved in revitalization or beautification projects and evaluate any requests for assistance from such groups. Make recommendations to RRLRAIA board regarding such requests.

Action 2.2 **[EC]** Maintain and distribute list of resources for neighborhood associations and task forces attempting to sponsor enhancement projects (refer to Appendix D).

Issue #3 ✧ *Effective neighborhood and community associations are an essential factor in any community revitalization effort. Having a community facility for meetings, offices and resource files would enhance the RRLRAIA ability to receive input, facilitate committee work, and operate effectively. Such an opportunity has presented itself to the Association.*

Action 3.1 **[EC]** Work with the ad-hoc committee to explore the "yellow house" options across from the Riderwood Post Office. If that option is unacceptable, pursue other options to develop an association office and community meeting place which is controlled by the RRLRAIA. One such option would be as part of a larger adaptive reuse of the Ruxton Ridge School which the County plans to close.

Issue #4 ✧ *Ridge School is likely to be closed and possibly torn down by the County.*

Action 4.1 **[EC]** Monitor status of Ruxton Ridge School from county schools officials. Let them know that the community is interested in the disposition of the property and lobby for inclusion of community input in the disposal of county owned property and buildings in the community.

Action 4.2 **[EC]** Consider forming a task force to develop adaptive reuse options for the buildings and/or property. Include property neighbor(s) on task force.

Issue #5 ✧ *Land adjacent to county and state roads is not always well maintained. These areas, especially at the entrances to the community, can either diminish or enhance the community appearance.*

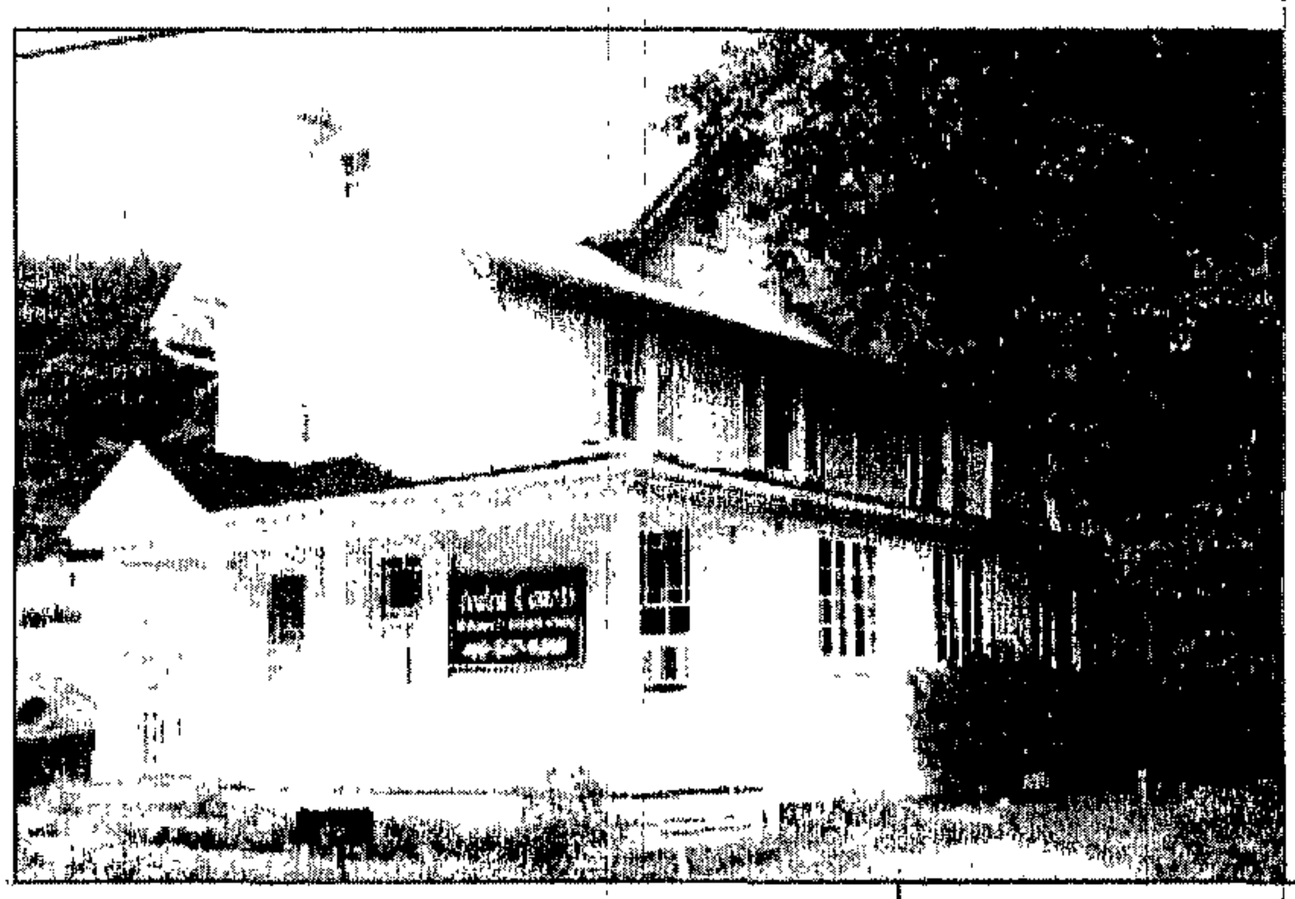
Action 5.1 **[EC]** Propose to RRLRAIA Board that association dues be used to hire landscape contractor to maintain key areas around the community.

Action 5.2 **[EC]** Insure that minimal standards of maintenance are enforced. Notify state and county roads supervisors regarding substandard maintenance.

Action 5.3 **[EC]** Identify islands near the community entrances that could be landscaped. Solicit neighborhood sponsors or local business sponsors to work with the county and state roads to design, plant and maintain landscaping in these locations.

Issue #6 ✧ *MTA is proceeding with the addition of a second light rail track from the Ruxton Road bridge north to the Beltway. They are developing plans to screen and enhance the tracks in conjunction with the track installation.*

Action 6.1 **[EC]** Have a community member (familiar with landscape design) review plans prior to final design.



Yellow house across from Post Office could be community office.



Ridge School — potential adaptive reuse.

APPENDIX A

RRLRAIA Residential Survey

Prepared by Barry Truax, March 5, 2000

FORWARD

As an integral part of developing input for the Community Plan, the RRLRAIA undertook a mail survey among all the households identified in the Association's defined area. The mail questionnaire was sent out in mid-January and those completed questionnaires received through February 28, 2000 are the basis for this report. A total of 266 responses were received. Subsequently 14 more surveys were received with comments and attitudes generally consistent with the on time survey responses.

SUMMARY

It is very clear how the community feels...

To be preserved:

- The rural character of the community
- Controlling further commercial encroachment
- Monitoring any attempt to change current zoning laws

To be controlled:

- Traffic and speed
- Condition of the streets & roads

To be developed:

- Pedestrian and bike paths
- Parkland
- Sidewalks

Q1 How would you rate the overall SAFETY of the streets and roads in the community?

Base 266

Very safe	17.5%
Somewhat safe	43.5
Somewhat unsafe	30.5
Not safe	08.4

While 61% of the respondents are reasonably secure, two key reasons were given for concern — speeding and the nature of the streets and roads with no sidewalks.

Q2 How would you rate the businesses in the community as being GOOD NEIGHBORS?

Base 252

Excellent	46.8%
Good	42.9
Fair	08.3
Poor	02.0

The businesses in the community have an overwhelmingly positive presence with no significant negatives among those giving a "fair" or "poor" rating.

Q3 What could the businesses do to improve their relationship with the community?

Only 74 respondents (28%) commented with virtually 74 different answers. They ranged from general appearance — cleanliness, landscaping needs, maintaining an informal appearance — to desiring conveniences — coffee shop, pizza shop, video store.

In summary, the residential and business communities do have a strong relationship.

Q4 Which of the following statements best reflects your attitude toward commercial growth in the community?

Base 252

There is **room for additional** business development in the community	11.1%
The number of commercial businesses in the community are at a **maximum**	80.6%
The number of commercial businesses in the community is **excessive**	8.3%

Among those stating:

Room for additional, all mentions were for small, specific services... coffee shop, pizza shop, ice cream store, and small restaurant.

At maximum. Too much traffic already. No needs. Threats to the residential feel of the area.

Excessive. Many comments on traffic and specific reference to the influx of Assisted Living Facilities.

Q5 Please rate the overall condition of the community's STREETS & ROADS.

Base 256

Excellent	14.1%
Good	56.3
Fair	26.2
Poor	03.5

70% giving a "good" or better rating is perhaps, in conjunction with the recent re-paving efforts in the area.

The unfavorable ratings focus on lack of sidewalks (forcing pedestrian traffic into the streets), poor drainage and poor repairs.

Q6a Please rate the QUALITY OF LIFE within the community.

Base 252

Excellent	52.4%
Good	42.5
Fair	4.4
Poor	0.8

Virtually every respondent was positive regarding the quality of life. There were multiple mentions of the community's general attractiveness, quiet surrounds, convenience, maturity and basic scenic beauty.

Minor detractors include some crime and again, speeding and traffic.

Q7 What additions do you think would enhance the quality of life in the community?

Base 197

Pathways	75.1%
Parkland	31.5
Sidewalks	17.8

(multiple responses)

There is an overwhelming desire for recreational facilities.

Q8 Can you identify areas that might accommodate your responses to Q7?

Three basic thoughts were volunteered by 80 respondents. Paths along the main arteries of Bellona, Joppa and Ruxton roads, development of Robert E. Lee Park and the old "rugby field".

Q9 The following subjects have been identified by the RRLRAIA for evaluation.

Please RANK these from most important to least important.

Base 247

Percent Ranked:	1st	2nd	Total
Preserving open space	12.1%	19.0%	31.2%
Strict enforcement of zoning laws	09.3	20.2	29.6
Street and road safety	08.9	14.6	23.5
Reduction of traffic congestion	04.9	10.5	15.4
More visible police presence	02.4	06.1	08.5
Relocating overhead wires, underground	02.4	06.1	08.5
Regular policing of the neighborhood for cleanliness	00.8	02.0	02.8

Q10a List the three most positive aspects of our community.

Convenient location	49.4%
The people/neighbors	25.5
Its rural character	24.3
General character/beauty	16.6

Q10b List the three most negative aspects of our neighborhood.

Excessive traffic	42.1%
Lack of pathways/walks	19.4
Excessive speed	14.2

Question 10 basically summarizes all the prior comments in the study.



Sidewalk next to Riderwood Elementary School.

Q11 Additional comments

The 75 respondents offered a varying array of subjects, the majority of which centered on problems at specific locations:

Q1b Comments on safety of roads & streets

Speeding (77), no sidewalks (20), blind corners/intersections (17), Narrow, curvy roads (15), traffic (7), lack of sidewalks (7), too narrow, no sidewalks (5), no shoulders(4), thru traffic volume (4), dangerous curves and intersections (3), Intersection signage (3), lack of street lights (3), need safe walking areas (2), more police presence (2), bumpy roads (1) congestion, too narrow (1), Falls Rd. very unsafe (1), flooding, volume, narrow (1), hedges & trees, blind spots (1), light rail exposure (1), lack of street lighting (1) multi-access neighborhoods (1), need street lights (1), no pedestrian/bike ways (1), no police presence (1)outsider traffic., speeding (1), overgrowth, dips (1), overgrowth, too narrow (1), pedestrian provisions (1), poor pedestrian walkways access (1), poor visibility no sidewalks (1), re-evaluate, poor visibility (1), street lights needed on Ruxton Rd. (1), stop signs (1), unsafe intersections (1), unsafe f/pedestrians (1), unsafe intersections (1), visibility, traffic patterns (1).

Q3 Comments on improving businesses relationships

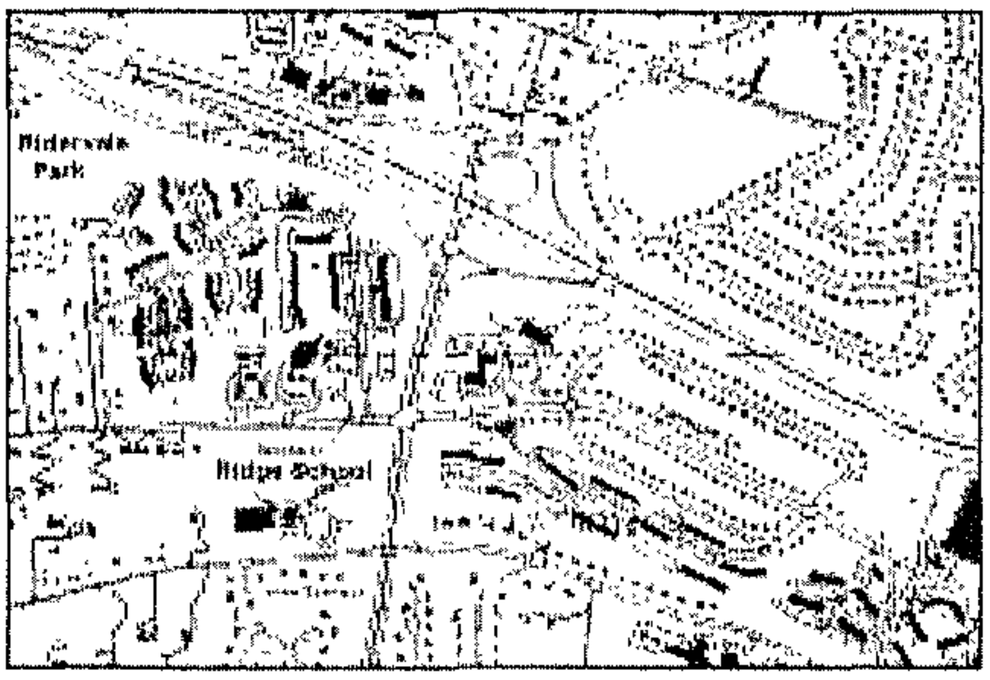
Cleanup trash removal (8), lower prices (1), no expansion (3), Manor Care traffic (1), reduce glaring signs/lights (2), mix could be improved (1), sponsor comm. Activities (2), more cordial (1), support charity events (2), more sales (1), support comm. Events (2), need exterior upgrades (1), support RRLRAIA (2), new/correct signage (1), more parking (2), no vet in small shopping ctr. (1), improve attractiveness (2), odor control (1), lengthen hours of op (2), painting (1), adhere to agreements (1), parking alternatives (1), attractive screening (1), parking control Rider Ave. P.O.(1), beautification activities (1), parking consideration (1) better appearance (1), pharmacy open on Sun (1), cafe or restaurant (1), pizza place (1), coffee shop (1), police properties (1), comm. support business (1), post hours clearly (1), community sponsorship (1), preserve open space (1), contribute $ to improve (1), provide delivery/pick-up (1), RRLRAIA discounts (1), control noise (1), solicit input from community. (1), create village appearance (1), sponsor community. Playground (1), direct mail (1), stop expanding (1), discounts (1), stop piecemeal development (1), discuss plans in advance (1), stores not open on Sun. (1), discuss their plans (1), suppliers to obey speed limits (1), disperse juveniles (1), support youth activities (1), empty dumpsters more (1), traffic control (1), hrs by one, (1), video store (1), form business assoc. (1), weekly clean up (1), home deliveries (1), work w/ planning comm. (1), home delivery (1), honesty about plans (1), improve building appearances (1), improve Grauls entrance (1), improve parking (1), improve Royal Farms Store (1), improve service. & p.r. (1), join RRLRAIA (1), keep drugstore area clean (1) Landscaping (1), lighting system on Emory Place (1), limit delivery times (1), improved parking (1).

Q4b Comments on commercial growth

None needed (34), needs are satisfied close by (1), causes traffic & parking problems (33), no "just food" business (1), must retain residential character (12), no chain stores (1), no room/space (12), no more sr. housing (1), coffee shop needed (6), no space (1), no land left (5), only in existing areas (1), small restaurant needed (4), only in existing space (1), running out of space (2), parking maxed out (1), video store (2), pizzeria/ eatery (1), add mailbox near Eddies (1), too much parking in residential areas (1), adds to traffic problem (1), post office jam (1), adequate @ present (1), preserve open space, (1), adequate local services (1), roads can't support more (1), better convenience store (1), remain residential (1), better use of existing stores (1), replace with lower volume businesses (1), brings in outsiders (1), restaurant wanted (1), character (1), stores w/in walking distance (1), clustered with existing (1), too many elderly projects (1), coffee/sandwich shop (1), too many retirement facilities (1), congestion, parking (1), too much growth Greenspring Station (1), convenience (1), detracts from residential feel (1), develop Eddie's area (1), excessive outside traffic (1), fear impact of development (1), food establishments (1), full line grocery store (1), gas station. @ Joppa & Thornton (1), haphazard signage (1), have right amount (1), ice cream parlor (1), in under utilized spaces (1), inappropriate (1), incr. Usefulness (1), increased traffic (1), keep open space (1), leave well enough alone (1), local pub (1), maxed out (1), more choices (1), more local food stores (1)

Q5b Comments of concern regarding streets & roads

repair/resurfacing (10), potholes (9), repair/repave Bellona (7), prune overgrowth (6), blind intersections (5), need resurfacing (5), lack of curbs & sidewalks (4), need repair (44), no sidewalks (4), repave secondary roads (4), Bellona – bumpy (1), Charles @ Chestnut (1), clogged drains (1), congest. on Bellona (1), curbing (1), curves & intersections (1), dips & potholes (1), dislikes white rocks (1), drainage on Locust (1), flooding (1), flooding – Circle Rd (1), flooding @ Chestnut (1), Joppa needs resurfacing (1), litter (1), Narrow roads (1), narrow, volume (1), no planted medians (1), no scenic drive (1), no shoulders (1), no street widening (1), no timely repairs (1), no walkways (1), not well planned for walk (1), poor curbs & gutters (1), poor drainage Bellona (1), poor for pedestrians (1), poor grates (1), poor lighting (1), poor paving Chas. St. (1), repave Malvern (1), repave Ruxton Rd (1), sloppy repair work (1)



Charles Street at Beltway.

Q6b Comments on quality of life (excellent & good)

Convenient location(40), people/families (2), safe (10), attractive, convenient (7), schools (7), rural atmosphere (5), privacy (4), small town feeling (4), great place to live (2), low crime (2), peaceful, friendly (2), quality of life (2), sense of community (2). stable, pleasant (2), access, schools, rec facilities (1), age mix, prop upkeep (1), clean, property values (1), comm. Events (1), congenial (1), congestion (1), control growth (1), desirable community (1), easy access to LR (1), education, comm. activities. (1), experience (1), good services (1), green, housing variety (1), mature, well maintained (1), neighbors, no MTA (1), open space/wildlife (1), people (1), privacy, pride (1), quiet, friendly, private (1), responsible community (1), responsible people (1), safety (1), scenic friendly location (1), schools, clean, friendly (1), schools, low crime (1), stable values (1)

Q7 Comments on potential enhancement in the quality of life

Paths (106), park land (62), sidewalks (31), speed controls/bumps (8), bike paths (7), reduce speed limit (3), light rail stop (2), maintain RELP (2), underground wires (2), clean Lake Roland (1), community gatherings. (1), dredge LR (1), enhance RELP (1), ice cream shop (1), ice rink (1), improve Lake Roland (1), landscaping theme (1), more post boxes (1), new bridge (1), No dogs in RELP (1), open space (1), open space (1), play-ground (1), public transport (1), recreational areas (1), rugby field upgrade (1), scenic vista (1), security (1)

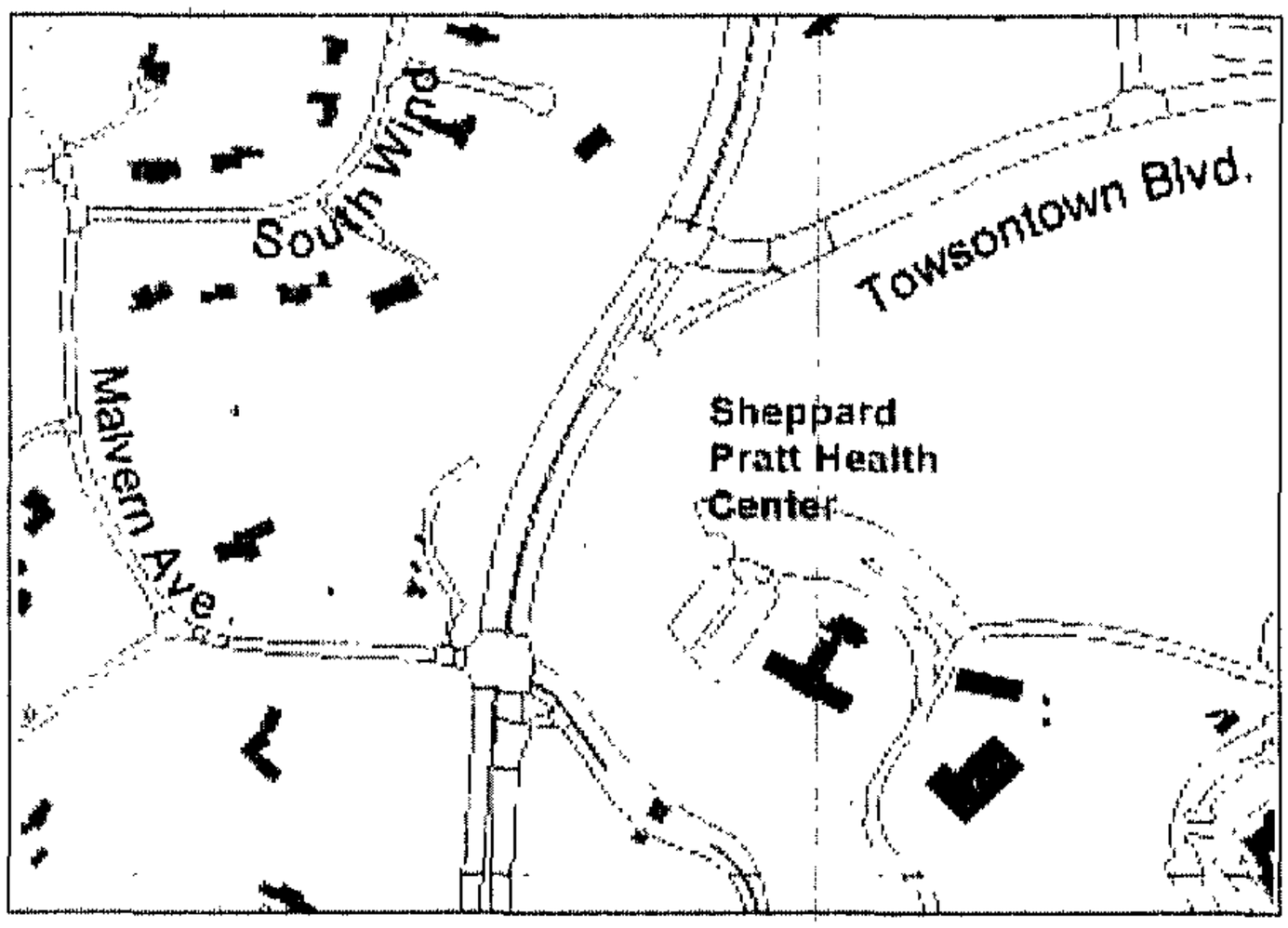
Q11 Miscellaneous comments.

4 way stop is a disaster...no new roads or widening...add speed bumps...parks/paths would bring out-siders...allow dogs off leash in RELP pro-active community approach...association to intervene regarding prop-erty upkeep – rail station, Bank of Am. ATM @ Grauls...RRLRAIA needs sub groups...better marked access to L...scenic vista along Roland Run...bike path by light rail...signage on Bellona for joggers...blinker @ Darnel & Ruxton slow traffic on Wine Spring!...control development Lake Falls area speed limit enforcement...control housing density...stop sign @ Boyce/Carrolton/Maywood...control land use! T.U. Stadium...no cross walk @ Lake & Falls?...too few upscale condos...crossing of light rail near PO...too large houses on too small lots...

eyesores- boats, trash, autos...traffic light @ Joppa & Old Court...f/new construct trails to RELP ...fines for littering?...walkway over Ruxton Rd bridge...future of RELP ??? zoning change vigilance...get rid of used car lot @ Thornton Rd...hates 4-way stop...lack of comm. Interaction...land trust?land trust?, restrict home bus... landscaping around Riderwood...leash dogs!!! ...leave well enough alone left turn light @ Joppa & Bellona left turn on Darnall dangerous...L'Hirondelle more responsible...light @ Joppa & Old Court needed...light @ Thornton & Joppa...likes improved policing...maintain present zoning...match neighbors for interests & needs... moratorium on bldg....more community gatherings...need environmental awareness...need light @ Thorton & Joppa...need police @ RELP day & nite need sidewalk near P.O. need speed enforcement ...no interest from politicians...no light rail stop (5)...no more development...no more zoning variances

Distribution of respondents by street

Malvern Avenue (20), West Wind Ct (2), Ruxton Crossing (1), Circle Road (14), Walnut Hill Ln (2), Ruxwood Rd (1), Ruxton Road (14), Barroll Rd, (1), South Wind Rd (1), Boyce Ave (10), Brightside Rd (1), Stanton Ave (1), Bellona (9), Buchanan Rd (1), Trappe Ln (1), L'Hiron. Club Rd (8), Carrollton Ave (1), Twin Maple Ave (1), Indian Head Rd (7), Charles Lane (1), Waterbury Ct (1), Rolandvue Rd (7), Charlesway (1), West Wind Rd (1), Locust Ave (6), Chelsea St (1) Woodbrook Ln (1), Rider Ave (6), Cloverleaf Rd (1), L'Hiron Club Rd (1), Falls Rd (5), Coldwater Ct. (1), Range Rd (1), Joppa Road (5), Curving Lane (1), Maywood Ave (5), Dembeigh Hill (1), Berwick (4), East Wind Rd (1), Ellenham (4), Eastland Rd (1), La Belle Ave (4), Eton (1), Lake Manor Dr (4), Fairview Rd (1), Old Court Rd (4), Greenwood (1), Wine Spring Ln (4), Hillspoint (1), Army Rd (3), Hollins Ave (1), Carrbridge Cir (3), Hollins Lane (1), Chestnut Ave (3), Killington Rd (1), Darnall Rd (3), Kittredge Ln (1), Jack Frost Ln (3), Lake Falls Rd (1), Overbrook Rd (3), Lakehurst Dr (1), Ridervale Rd (3), Lindsay Lane (1), Ruxton Ct (3), Malibu Court (1), Sherwood Ave (3), Meadow Ridge (1), Springway Rd (3), Montrose Ave (2), Ballston Rd (2), N. Charles St. (1), Buckingham Manor (2), Charles Ridge (2), N. Charles St. (1), Coldwater Ct (2), Navy Road (1), Dennis Ave (2), North Wind Rd (1), Halton Rd (2) Old Orchard Ln (1), Meadow Rd (2), Overlook (1), Murray Hill, (2), Pratt Ave (1), Piccadilly (2), Rider Hill Rd (1), Roland Court (2), Riderwood St (1), Ruxton Hill (2), Ridgecrest Ct (1), Ruxway Rd (2), Robin Hood Ct (1), Skyline Rd (2), Rockland (1), Thornton Rd (2), Rockland Vue Ct (1), Thornton Ridge (2), Roland Avenue (1), Montrose Ave (1), Rolandrew (1)



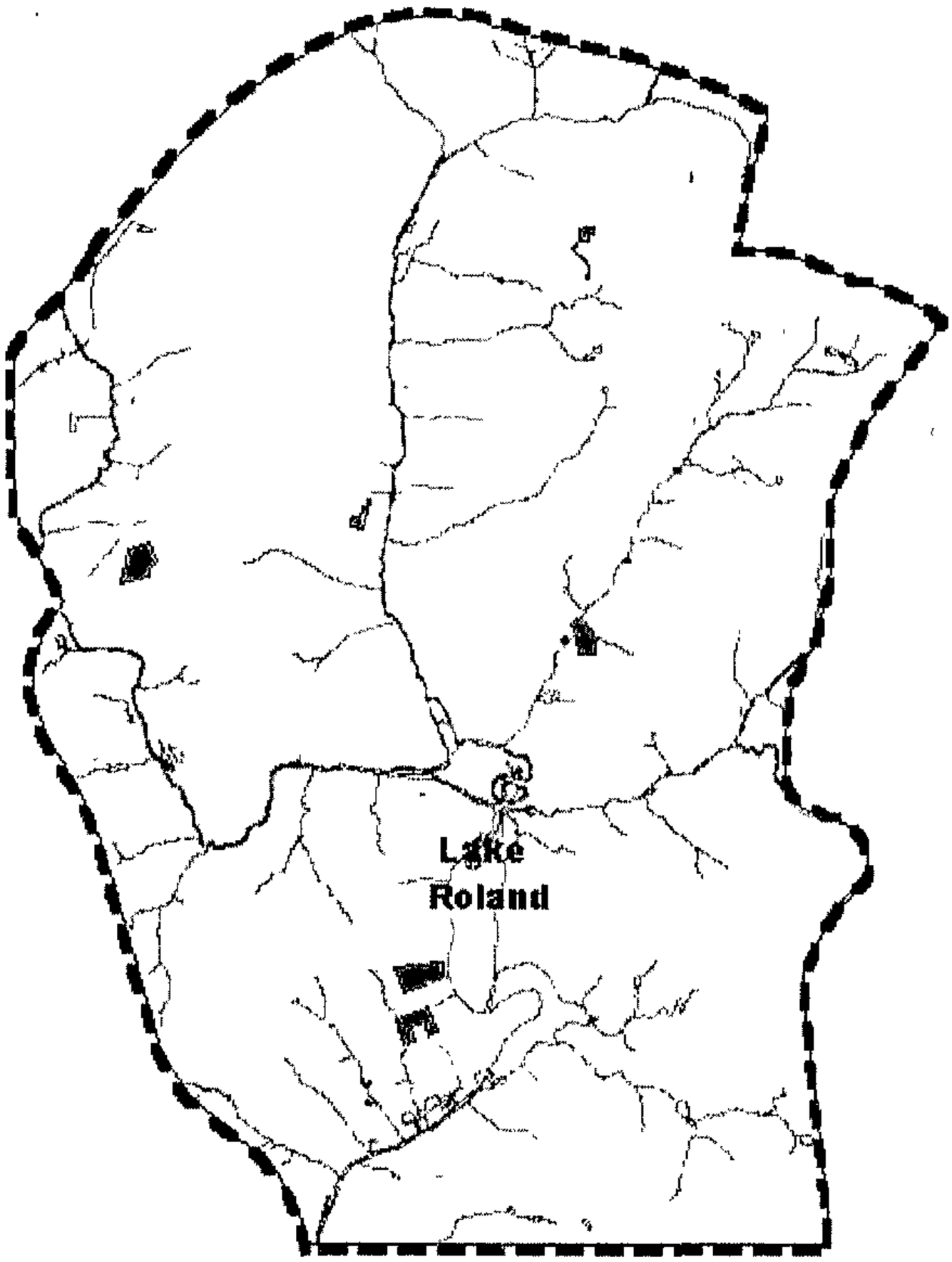
Charles Street

APPENDIX B

Land Preservation Trust

In order to preserve one of the most cherished qualities of the RRLR community, open space, the Ruxton-Riderwood-Lake Roland Area Area Community Association has formed an alliance with the Land Preservation Trust. This action was taken to facilitate the donation of easements to the trust and thereby prevent infill development. Easement donations are tax deductible based on the development value of a property. This instrument, if used, has the potential to positively affect some of the major concerns addressed by several sections of this plan — **development control, open space preservation, and traffic**. Actions recommended in these sections of the plan include the promotion of and solicitation for the land preservation easements.

For more information on the Land Preservation Trust call the RRLRAIA executive director at 410-494-7757.



Land Trust Easements donate as of August 2000

APPENDIX C

Community Organization

How the community is organized both formally and informally has a critical bearing on how well the community can deal with issues as they arise. It will also determine whether the community will be able to follow through on any of the recommendations made in this Community Plan. The purpose of this section of the Community Plan is to describe the systems and the process as they exist today and to propose improvements.

County and state governments are both concerned with issues related to safety and welfare of the community. Even with their considerable resources it is not feasible or desirable for government to understand and deal with all issues at the community, neighborhood or street level. The void has lead to the establishment of both formal incorporated associations (such as RRLRAIA) , neighborhood and homeowner associations, conservancies, "friends-of" groups and task forces — usually with similar and overlapping interests.

In the Ruxton Riderwood and Lake Roland area there are approximately 20 such associations of varying degrees of formal organization and size. Most often they work in cooperation with each other and overlaps are not a significant problem. On occasion however adjacent organizations can be in conflict over issues. On a community level this occurs frequently with regard to Lake Roland and Robert E. Lee Park, the largest community open space and natural resource. Issues related to this important community feature have the added complication of being owned by the City of Baltimore, outside the community's political influence.

On the county level there are several issues such as traffic and development control which are shared by all communities to some degree. In an effort to address these common issues from a broader platform, a coalition of community associations around the county formed beginning with the Project '98 initiative and now organized under the Community Conservation Action Group.

In dealing with complex issues, government bureaucracy and well financed developers, community associations need to use their limited resources effectively. This means joining forces with other communities to address common concerns such as traffic calming and development review and approval processes. It means clarifying the responsibilities for community issues and avoiding groups with similar objectives working against each other.

Strategies for Continued Association Effectiveness:

AFFECT COUNTY POLICY CHANGES:

1) *Join efforts to revise county policies related to development and traffic control by other community* associations and collective associations.

2) Appoint representative to Community Conservation Action Group.

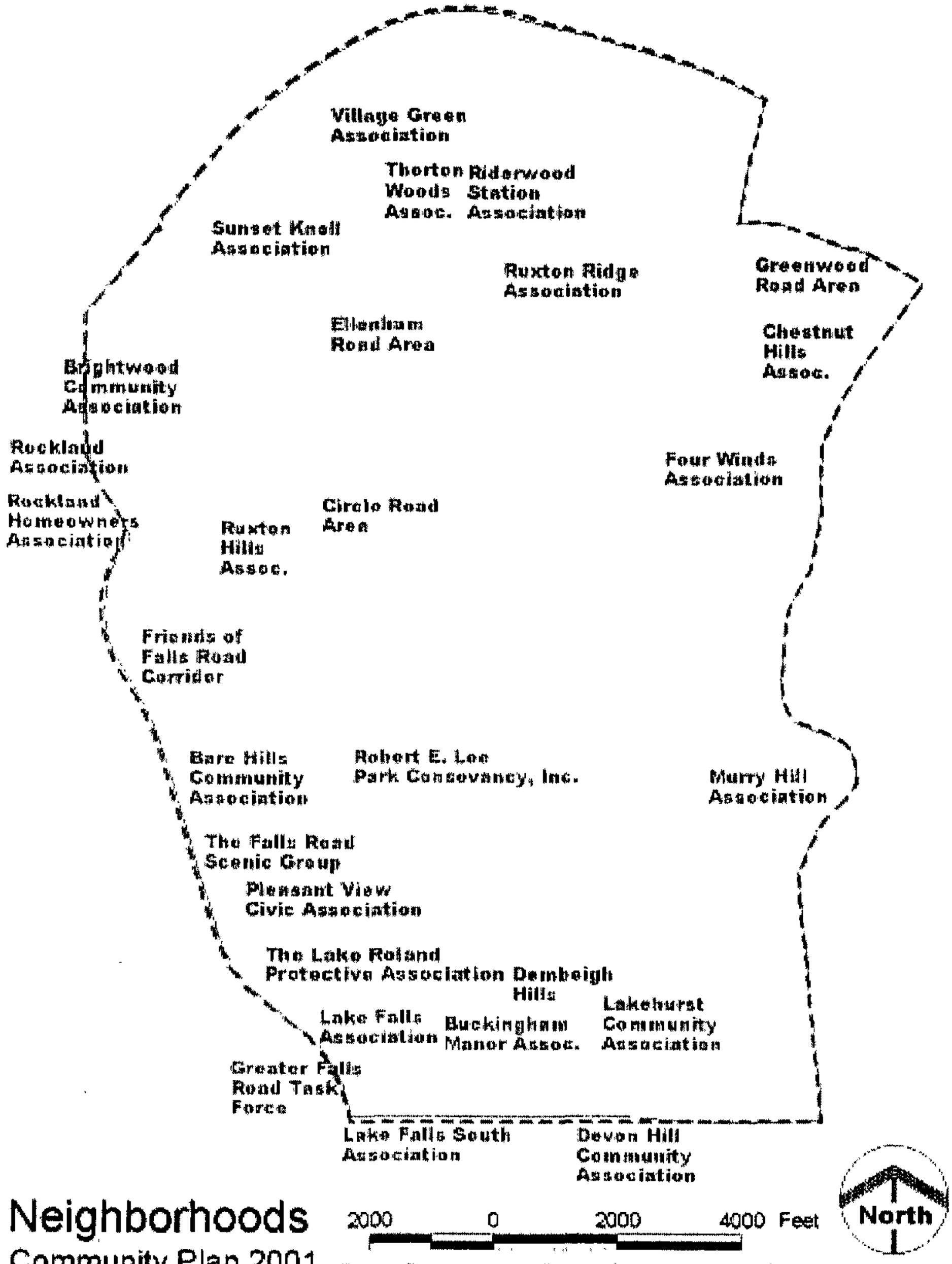
SUPPORT NEIGHBORHOOD ASSOCIATIONS:

Provide support for neighborhood and other community associations, formal and informal, if approved by the RRLRAIA board of directors. The association must present "project objectives" and a specific request to the board. The board will determine what level of support (if any) will be provided.

EMPHASIZE COMMUNICATION:

Continue newsletter efforts and expand distribution to associations and businesses in the community. Distribute to other community associations around Baltimore County. Invite input to community newsletter from all associations and businesses.

Neighborhoods, Associations and Conservancies



APPENDIX D

Community Resources

Following are names and phone numbers for the use of RRLR community members in obtaining information and assistance in the ongoing effort to protect and promote the welfare of their neighborhoods. Many of these people provided input useful in the development of this plan. The consultant and community appreciate their time and expertise.

VILLAGE CENTER PLANNING, DESIGN AND DEVELOPMENT ASSISTANCE:

Baltimore County Office of Community Conservation
Mary Harvey, Director, 410-887-4040

Baltimore County Department of Public Works
Ray Heil, Planner, 410-887-8022

Maryland State Highway Administration
Dave Malkowski, District Engineer (4th District), 410-321-2810
Phil Humbertson, Chief, Design Team, 410-321-2851
Ed Bokman, Design Team, 410-321-2853
Yolanda Takesian, Senior Planner, 410-545-8859

Metropolitan Transit Authority (Light Rail)
Diane Ratcliff, Chief of Environmental Planning, 410-767-3771
John Newton, Environmental Planner, 410-767-3769

Planning Consultants
Bruce Galloway, Managing Director, Community Conservation Group, Inc., 410-647-2247
Al Barry, AB Associates, 410-547-6900
Chris Batten, J. Christopher Batten, Inc., 410-751-0424

ROBERT E. LEE PARK:

Robert E. Lee Park Conservancy (founded in 1973)
Robert Macht, President, 410-583-1631
Jane Lawrence, Treasurer, 410-235-4015
Louise Hildreth, Secretary, 410-337-8657

Baltimore City Parks Department
Marvin F. Billips, Jr., Director, 410-396-6132

TRAFFIC:

Toolbox of Solutions prepared by Traffic Group for The Towson Partnership's Traffic Calming Seminar,
Nancy Horst, Executive Director, 410-825-9686

ENVIRONMENTAL PROTECTION (STREAMS):

Save our Streams, Adopt-a Stream 800-448-5826, 410-969-0084

Baltimore County Department of Environmental Protection and Resource Management 410-887-4488

PARKS:

Adopt-a-Lot or Neighborspace Program, Baltimore County,
Department of Recreation and Parks 410-887-3824

TRAILS & WALKS:

Baltimore County Office of Community Conservation
Mary Harvey, Director, 410-887-4040

Baltimore County Department of Public Works
Ray Heil, Planner, 410-887-8022

Maryland Department of Transportation
Sylvia Ramsey, T-21 Grants, 410-865-1100, 410-337-8657

Baltimore County Parks Department
Pat McDougall, Planner, 410-887-3822

Planning Consultants
(see Village Center Planning Consultants above)

Baltimore City Planning Department
Beth Strommen, 410-396-8360

OTHER COMMUNITY ASSOCIATIONS IN BALTIMORE COUNTY

Pikesville-Greenspring Community Coalition
Mical Wilmoth Carton, Executive Director, 410-486-6420
Neville Jacobs, Community Plan Coordinator, 410-653-4176

Towson Partnership
Nancy Horst, Executive Director, 410-821-6055, fax: 410-825-0517
email: tpartner@bcpl.net

Greater Towson Council of Community Associations
(Call RRLRAIA for current phone number)

Timonium Community Association
Lou Miller, 410-252-3444

Community Conservation Action Group (sponsor of "Project 98")
Carroll Holzer (attorney), 410-825-6961
Ruth & Ernie Baisden, (h) 410-668-2580 (w) 410-767-3752

Greater Falls Road Neighborhood Task Force, Inc.
Harold MacLaughlin, 410-637-3219

BALTIMORE COUNTY GOVERNMENT

Planning Office
Planning Director, Pat Keller, 410-887-3211
Area Planners Supervisor, Gary Kearns, 410-887-3480
Area Planner, Laurie Hay, 410-887-3480

Traffic Engineering
Darrell Wiles, 410-887-3554
Steve Weber, 410-887-3554
Roads and Streets Maintenance & Repairs, 410-887-3560

COMMUNITY PLAN TEAM LEADERS

Community Outreach (& RRLRAIA President)
Barry Truax, 410-321-4812

Development & Zoning
Skip Steuart, 410-828-6022

Traffic & Light Rail
Nancy Horst, 410-821-5344

Historic Preservation (& Planning Committee Chair)
Joe Coale, 410-321-4703

Open Space and Environmental Preservation
George Grose, 410-321-8510

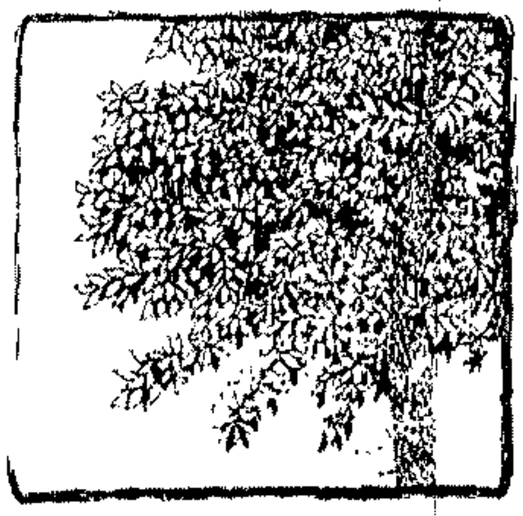
Enhancement
Sophie Gerard, 410-296-1063

Walks & Trails
Mike Regan, 410-823-3350

Major contributor to Community Plan, Sarah Lord, 410-828-4355

RRLRAIA Executive Director, Peggy Squitieri, 410-494-7757

Community Plan Consultants, Chris Batten, 410-751-0424
Jim Paddock, 717-334-3303



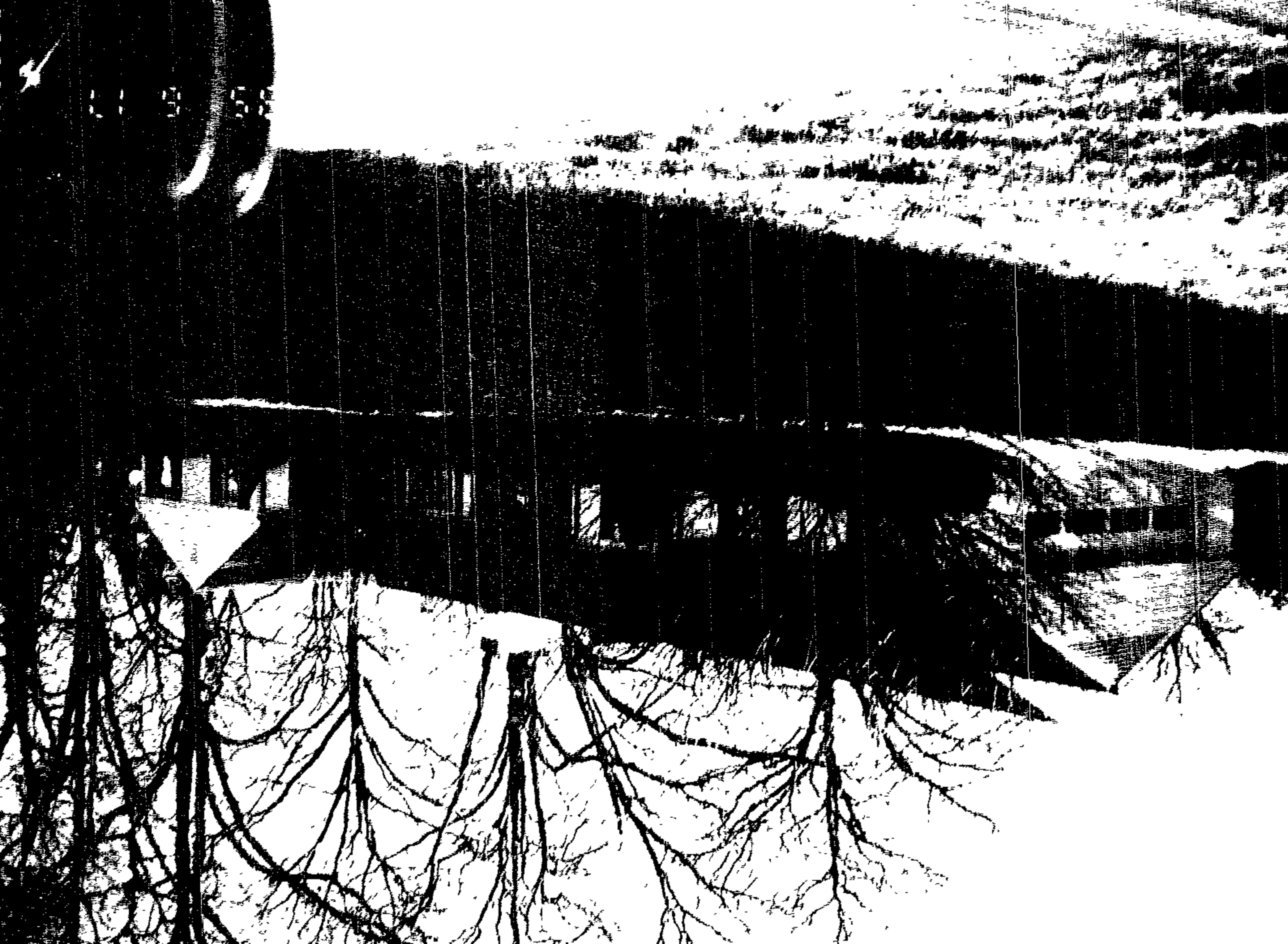
RRLRAIA PLAN 2001

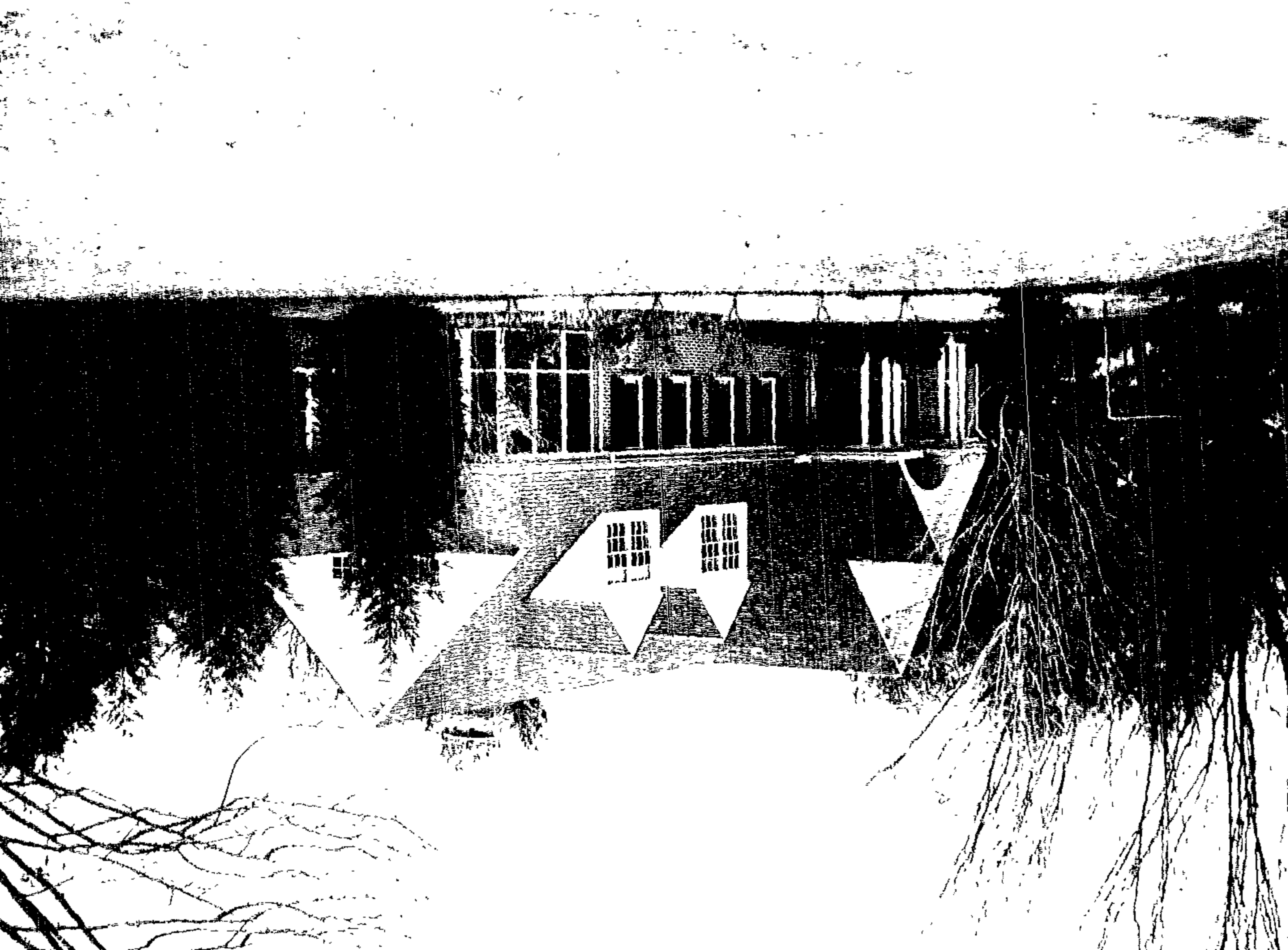
The Ruxton-Riderwood-Lake Roland Area Improvement Association, Inc.
P.O. Box 204
Riderwood, Maryland 21139
410-494-7757













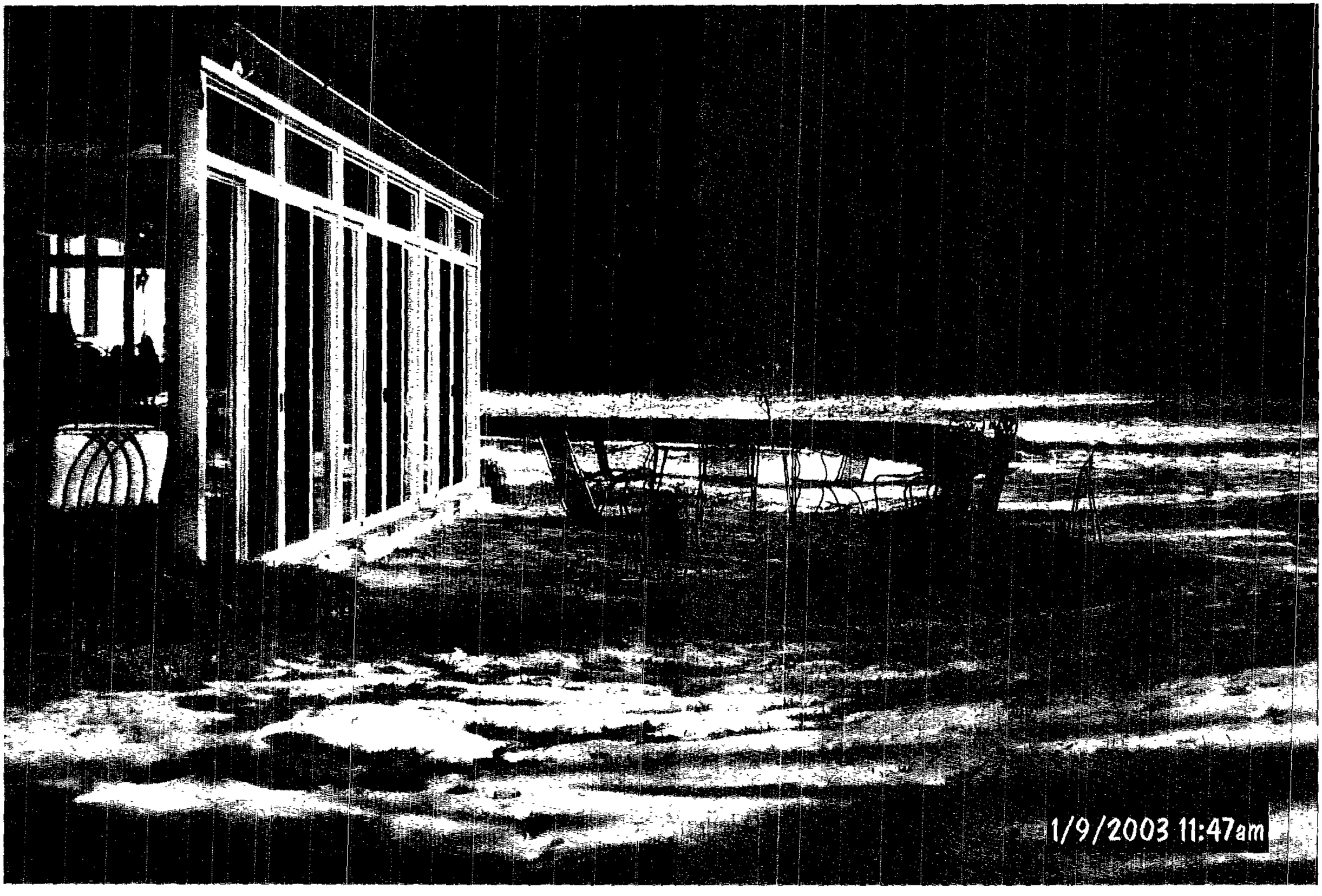




Tyte House To Be BUILT

7 Ivy Trace Ct

Pet Ex 18


1/9/2003 11:47am


1/9/2003 11:54am


1/9/2003 12:00pm

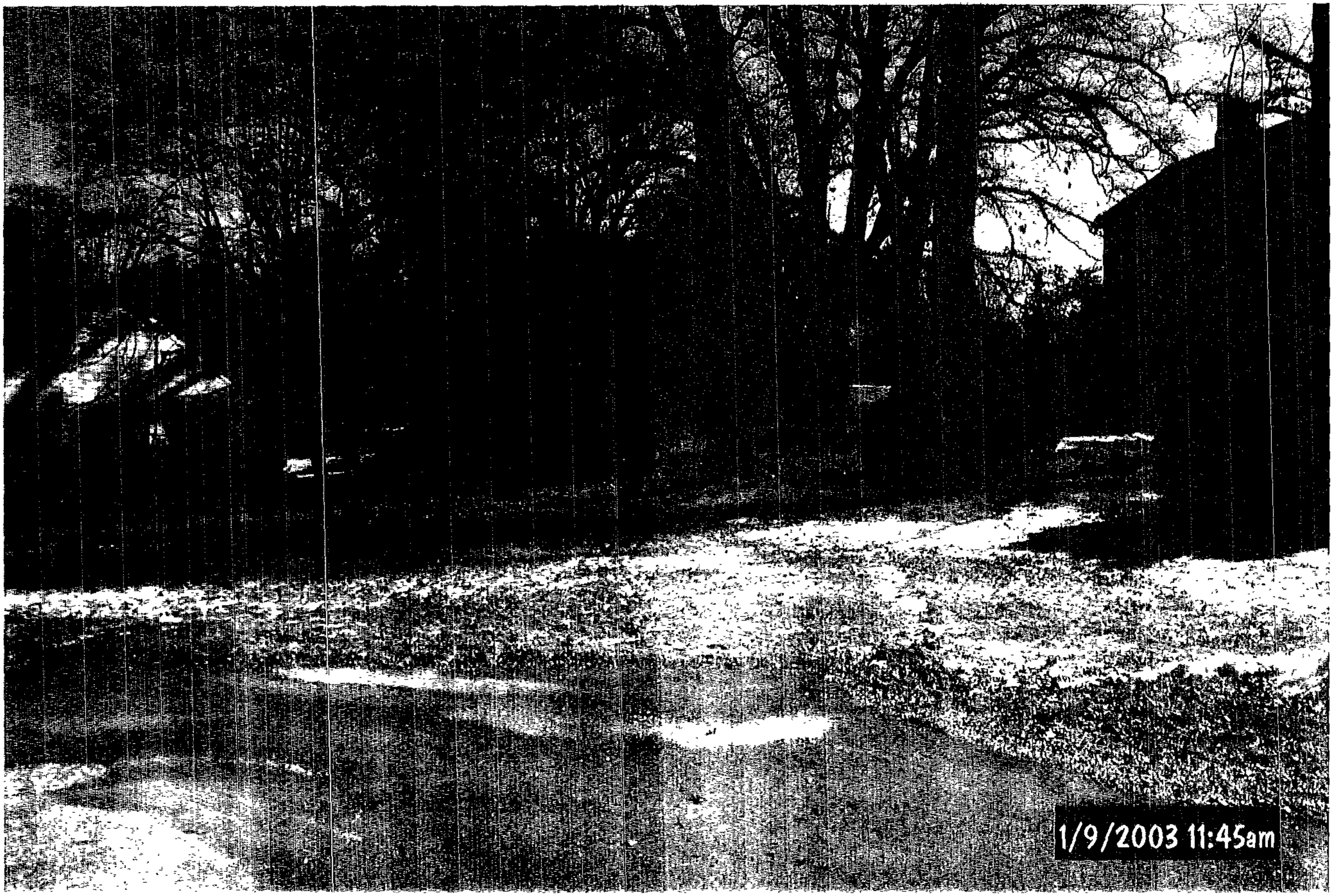

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Pet Ex #21

EVALUATION OF THE EXISTING HOMES ON BUCHANAN ROAD, ESTES ROAD
WOODBROOK LANE AND MEADOW ROAD
Determination of enclosed area as a percentage of total property land area

PROPERTY LOCATION	ENCLOSED AREA (square feet)	PROPERTY LAND AREA (square feet)	PERCENTAGE OF ENCLOSED AREA TO PROP. LAND AREA
3 BUCHANAN ROAD	3054	25600	12%
5 BUCHANAN ROAD	3704	28800	13%
7 BUCHANAN ROAD	2512	16563	15%
9 BUCHANAN ROAD	2626	22800	5%
11 BUCHANAN ROAD	2296	28800	8%
13 BUCHANAN ROAD	2256	32400	7%
15 BUCHANAN ROAD	2780	18764	15%
17 BUCHANAN ROAD	3816	18240	21%
18 BUCHANAN ROAD	3207	20000	16%
19 BUCHANAN ROAD	2586	19527	13%
20 BUCHANAN ROAD	3152	20000	16%
21 BUCHANAN ROAD	3150	22400	14%
22 BUCHANAN ROAD	4260	34000	13%
23 BUCHANAN ROAD	4675	35600	13%
24 BUCHANAN ROAD	5164	59600	9%
25 BUCHANAN ROAD	3180	24000	13%
100 ESTES ROAD	2260	18326	12%
101 ESTES ROAD	2774	26000	11%
102 ESTES ROAD	2761	23600	12%
15 WOODBROOK LANE	7724	200000	4%
24 WOODBROOK LANE	3728	42400	9%
25 WOODBROOK LANE	7724	172000	4%
108 WOODBROOK LAN	3481	30400	11%
110 WOODBROOK LAN	2708	56000	5%
120 WOODBROOK LAN	14292	436800	3%
201 WOODBROOK LAN	5061	71600	7%
205 WOODBROOK LAN	6678	40000	17%
207 WOODBROOK LAN	4428	32400	14%
208 WOODBROOK LAN	1339	80000	2%
211 WOODBROOK LAN	5576	53200	10%
213 WOODBROOK LAN	4256	50000	9%
215 WOODBROOK LAN	4236	56800	7%
221 WOODBROOK LAN	5734	52400	11%
2 MEADOW ROAD	3974	53600	7%
4 MEADOW ROAD	3572	42000	9%
6 MEADOW ROAD	5411	45600	12%
7 MEADOW ROAD	4005	59600	7%
8 MEADOW ROAD	3520	50000	7%
9 MEADOW ROAD	5756	70800	8%
10 MEADOW ROAD	4608	41200	12%
12 MEADOW ROAD	3141	26000	12%
14 MEADOW ROAD	4052	41600	1%
15 MEADOW ROAD	3824	50000	8%

16 MEADOW ROAD	2962	20400	15%
17 MEADOW ROAD	6058	81200	7%
18 MEADOW ROAD	2713	34400	8%
20 MEADOW ROAD	2843	46400	6%
21 MEADOW ROAD	4511	36800	12%
22 MEADOW ROAD	3394	31200	11%

PROPOSED DWELLING			
(info from permit B500681)			
(with basement)	7400	16639	44%
(estimate w/o basement)	6200	16639	37%
(permit width x depth)	*5372*	*16639*	*32%*

Looking west from Smyth home at 5 Buchanan Rd. Notice the large white oak and the hedge which has always been present and creates a boundary for Spotswood.



The large old white oak in the summer. It has a canopy which is 128 feet in diameter and a trunk 16 feet in circumference. It could be a Champion Tree.

Pet Ex 20B

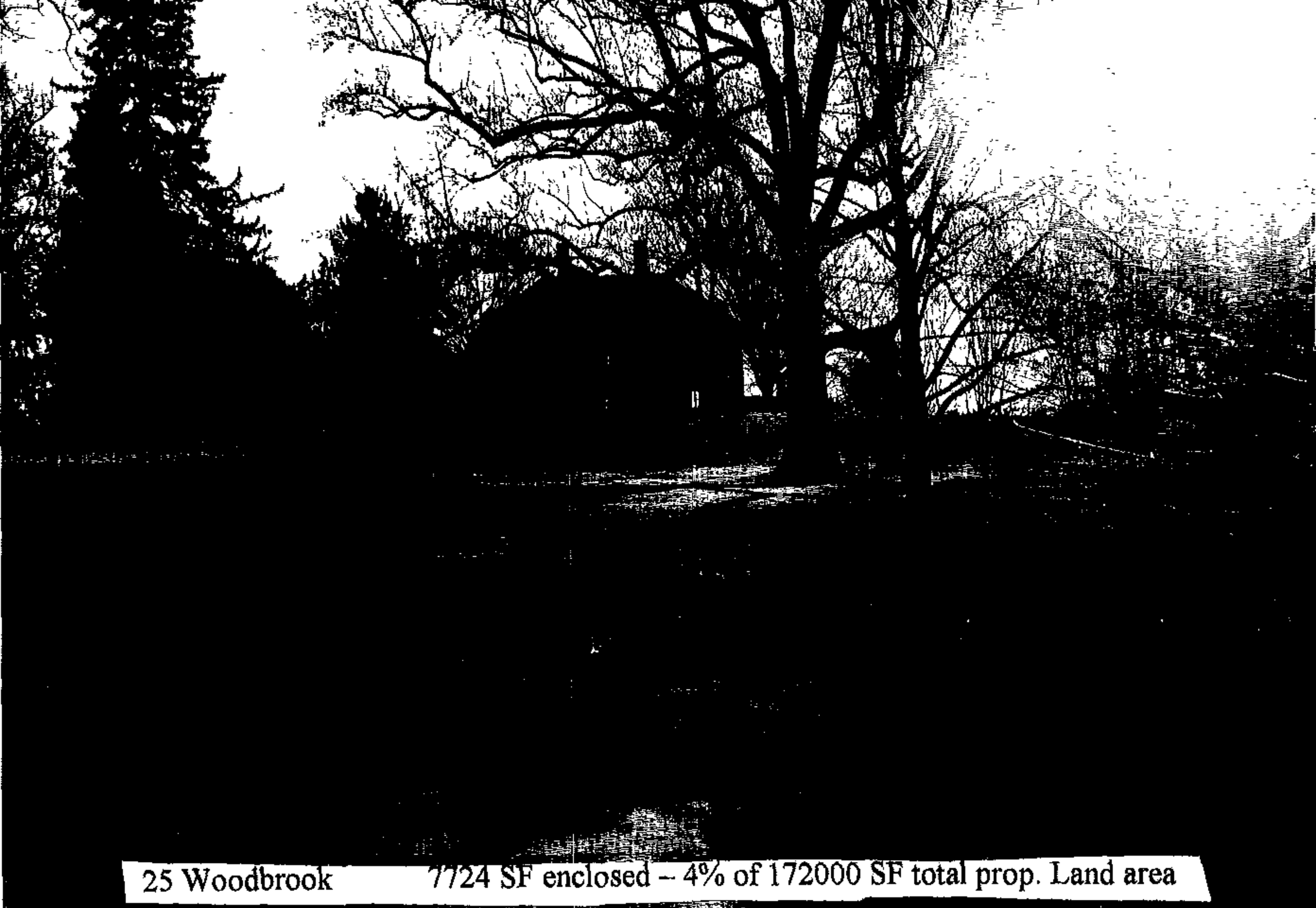


3 Buchanan Rd 3054 SF enclosed- 12% of 25600 SF total prop. Land area

5 Buchanan Rd 3704 SF enclosed – 13% of 28800 SF total prop. Land area



7 Buchanan RD 2512 SF enclosed – 15% of 16563 SF total prop. Land area



25 Woodbrook 7724 SF enclosed – 4% of 172000 SF total prop. Land area



Looking north onto the property. The house under construction will comprise up to 44% of the total land area lot #26.

Pet Ex 22

RESUME

JAMES S. PATTON, P.E.,
PRESIDENT, PATTON CONSULTANTS LTD.

Mr. Patton has over thirty five (35) years experience in site engineering, site development services, and land planning for a wide variety of public and private clients. His experience in the private sector has been in residential, commercial, and industrial site development. His public works experience is very broad, as he served as an officer in the U. S. Navy Civil Engineering Corps and as City Engineer for Washington, PA. In addition, he has provided site engineering and planning services to many local school boards, hospitals, colleges, and institutions in their development and construction programs.

He has been responsible for projects ranging in size and scope from a few thousand square feet to areas of more than a thousand acres. These projects have included storm water management, water distribution, sanitary sewer, streets, roads, parking areas, grading, wetlands and critical areas, and erosion control. His background includes new development, expansion, restoration, renewal and revitalization.

Site Plan approvals and obtaining permits for site development is a major focus. The ability to overview the various elements of site development such as zoning, environmental concerns, and utilities has been and is an important function performed by Mr. Patton in obtaining approvals and expediting the development of a site or project.

EDUCATION:

SWARTHMORE COLLEGE	**Bachelor of Science, Civil Engineering**
UNIVERSITY OF PENNSYLVANIA	**Master of City Planning**

LICENSES/CERTIFICATIONS:

PROFESSIONAL ENGINEER	**Pennsylvania, West Virginia (inactive) and Maryland**
EXPERT WITNESS	**Baltimore County Circuit Court; Baltimore County District Court; Board of Appeals and Zoning Commissioner; Anne Arundel County Zoning Commission; City of Baltimore Zoning Commissioner. Circuit Court Washington County, PA.**
COMPREHENSIVE PLANNER	**New York, Pennsylvania, West Virginia, and Delaware.**

PROFESSIONAL EXPERIENCE:

PRINCIPAL/PRESIDENT (1990 - Present)
PATTON CONSULTANTS, LTD.

Site evaluation and feasibility, land development, consulting, project management, zoning issues, expert testimony, and governmental approvals and permitting.

CHIEF OF CIVIL ENGINEERING (1988 - 1990)
LPJ, INC.

Began the civil engineering department and provided directions to projects as subconsultant primarily to the architectural community.

VICE-PRESIDENT, CIVIL ENGINEERING (1987 - 1988)
MARSHALL-CRAFT ASSOCIATES, INC.

Principal in charge of the site planning and engineering for this major architectural firm. Projects included industrial, elderly housing, publishing, public utilities, and residential sub-division.

VICE-PRESIDENT (1986 - 1987)
DAFT - McCUNE - WALKER

Project management, permitting and processing site development projects through governmental agencies for this major land development consulting, land surveying, and civil engineering firm.

CHIEF OF SITE DEVELOPMENT (1984 - 1986)
D.S. THALER AND ASSOCIATES, INC.

Site evaluation and land development project management for this Baltimore County engineer.

PRINCIPAL (1982 - 1983)
JAMES S. PATTON ASSOCIATES, INC.

Historic restoration, financial institution feasibility studies, site plans, and site engineering for clients and personal projects in the City of Baltimore, Harford, Howard, Frederick and Anne Arundel Counties.

PRINCIPAL/PRESIDENT **(1971 - 1982)**
WASHINGTON CENTER FOR DESIGN, LTD.

As Principal of this organization, he was responsible for marketing and providing planning, site engineering and land development consulting services to a clientele of multi-national and local corporations, financial institutions, developers, and thirteen (13) southwestern Pennsylvania municipalities.

DIRECTOR, PITTSBURGH OFFICE **(1968 - 1971)**
KENDREE AND SHEPARD
PLANNING CONSULTANTS, INC.

Directed comprehensive planning program, the preparation of urban renewal plans, and consulted on zoning and land development for cities in West Virginia, Pennsylvania, New York, and Delaware.

OFFICER (Ensign-Lieutenant) **(1965 - 1968)**
U. S. NAVY CIVIL ENGINEERING CORPS

Served as Manpower Planning Officer for Public Works and Facilities Engineering at the Navy Department, Washington, D.C. and as Assistant Resident Officer in Charge of Construction, U.S. Naval Base, Guantanamo Bay during a period when construction volume exceed $44,000,000.

PROJECTS AND CLIENTS - PARTIAL LIST

RESIDENTIAL:

Sunset Knoll, Baltimore Co.	-	Sunset Knoll Associates
Silver Spring Station, Baltimore Co.	-	The Strutt Group
Walnut Ridge, Washington, Co.	-	Walnut Ridge, Inc.
McDonogh Township, Baltimore Co.	-	Greenabaum Partnership
Watermark Condos., Columbia, MD.	-	General American
Claybrooke, Baltimore Co.	-	Fairwinds Devlp. LLC
Claybrooke II, Baltimore, Co.	-	" " "
Oakdale, Baltimore Co.		
Gunview Farms II, Baltimore Co.		
Glenside Farms, Baltimore Co.		
Westchester Avenue, Baltimore Co.	-	Fairwinds Management
Burton Residence, A. A. Co.	-	Gibson Island, MD.
Gailliard Residence, A. A. Co.	-	" " "
Fowler Residence, A. A. Co.	-	" " "
Coupland Residence, A. A. Co.	-	" " "
Hoehn-Saric Residence, A. A. Co.	-	" " "
Baltimore Co. MD. Land Preservation	-	8 Agricultural Area Farms

COMMERCIAL:

McDonald's	-	Washington, PA. - (2 Sites)
Elby's Big Boy	-	Mt. Lebanon, PA. - (3 Sites)
Kentucky Fried Chicken	-	Belair Road.
Sambo's	-	Washington, PA.
Dairy Queen	-	Baltimore Co.
MD. National Bank (Now Nations Bank)	-	Baltimore Co. - 3 Sites)
Foster Brothers Hardware	-	Hereford, MD.
Coastal Crane Service	-	Baltimore Co.
Comfort Suites @ BWI	-	Anne Arundel County
Super "8" Motel	-	Harford County
Pennwood Property, Inc.	-	
W. C. Pinkard & Co.	-	
Westinghouse Corporation	-	
Greystone Golf Course	-	
Union National Bank of Pittsburgh (Now National City)	-	Four (4) Sites
Pittsburgh National Bank (Now PNC)	-	Three (3) Sites
Dulaney Center	-	Towson, MD.
Hechinger	-	Two (2) Sites
Suburban Sales & Rental	-	Baltimore Co. - (2 Sites)

INDUSTRIAL:

G. Heilman Brewery, Baltimore Co.	-	G. Heilman, Lacrosse, Wisc.
Port East Transfer	-	
Point Breeze Maritime Center	-	Creaney & Smith
North Point Industrial Center	-	Creaney & Smith
Benson Industrial Center	-	Meisel & Cohen
Westinghouse	-	W. C. Pinkard
Prime Technology	-	Baltimore Co.
Browning-Ferris Industries	-	Baltimore Co.
William H. Knott, Inc.	-	Baltimore Co.
Tate Andale	-	Baltimore Co.
Greif Brothers	-	Baltimore Co.
Stoney Run Industrial Park	-	A. A. Co.

GOVERNMENTAL & INSTITUTIONAL:

Bradford, PA.	-	Urban Renewal Plans
Jamestown, NY.	-	Urban Renewal Plans
Washington, PA.	-	Consulting City Engineer Various Plans & Construction Plans
Wilmington, Del.	-	Midtown Urban Renewal Area
Pittsburgh, PA.	-	Various Street/Circulation Studies
Mt. Lebanon, PA.	-	CBD Beautification & Circulation Plans
Baltimore County, MD. Economic Development General Services Administration	-	On-Call Site Engineer for Revitalization Commission Fish & Wildlife Service Annapolis Field Office
Gibson Island Corp & Yacht Squadron	-	On-Site Sanitary Sewage Disposal

EDUCATIONAL:

Harford County, MD. School District	-	Storm Water Management
" " " " "	-	Church Creek School
" " " " "	-	Harford Glen
" " " " "	-	St. Clements Learning Center
" " " " "	-	Woodbridge Center
" " " " "	-	Churchville Elementary
Mount St. Mary's College	-	Campus Maintenance Facility
McDonough School	-	Entrance, Parking & Walkways
Washington & Jefferson College	-	Campus Plan
University of Pittsburgh-Bradford Campus	-	Campus Plan
Hood College	-	Athletic Complex
Anne Arundel Co. School District	-	Meade Middle School
St. Paul's School for Boys	-	Chapel
St. Paul's School for Boys	-	Athletic Center
St. Paul's School for Boys	-	Upper School
St. Paul's School for Boys	-	Lower Athletic Fields

GOVERNMENTAL & INSTITUTIONAL:

Bradford, PA.	-	Urban Renewal Plans
Jamestown, NY.	-	Urban Renewal Plans
Washington, PA.	-	Consulting City Engineer Various Plans & Construction Plans
Wilmington, Del.	-	Midtown Urban Renewal Area
Pittsburgh, PA.	-	Various Street/Circulation Studies
Mt. Lebanon, PA.	-	CBD Beautification & Circulation Plans
Baltimore County, MD. Economic Development	-	On-Call Site Engineer for Revitalization Commission
General Services Administration	-	Fish & Wildlife Service Annapolis Field Office
Gibson Island Corp & Yacht Squadron	-	On-Site Sanitary Sewage Disposal

EDUCATIONAL:

Harford County, MD. School District	-	Storm Water Management
" " " " "	-	Church Creek School
" " " " "	-	Harford Glen
" " " " "	-	St. Clements Learning Center
" " " " "	-	Woodbridge Center
" " " " "	-	Churchville Elementary
Mount St. Mary's College	-	Campus Maintenance Facility
McDonough School	-	Entrance, Parking & Walkways
Washington & Jefferson College	-	Campus Plan
University of Pittsburgh-Bradford Campus	-	Campus Plan
Hood College	-	Athletic Complex
Anne Arundel Co. School District	-	Meade Middle School
St. Paul's School for Boys	-	Chapel
St. Paul's School for Boys	-	Athletic Center
St. Paul's School for Boys	-	Upper School
St. Paul's School for Boys	-	Lower Athletic Fields

MEDICAL FACILITIES:

Belitsos Medical Center	-	Medical Center
Trinity Geriatrics	-	Retirement Home
Windsor Ridge	-	Retirement Center
64 Reisterstown Road	-	Assisted Living
639 Main Street	-	Assisted Living
Newport/York Road	-	Assisted Living
Pasadena Dental Center	-	Pasadena, A.A.Co.

COMMUNICATION TOWERS:

Bell	Mobile	Tower	-	Harford Road
"	"	"	-	Highlandtown (Pulaski Highway)
"	"	"	-	Poplar Grove
"	"	"	-	Woodberry
"	"	"	-	Pikesville
"	"	"	-	Gardenville
"	"	"	-	Clifton Park
"	"	"	-	Patterson Park
"	"	"	-	Russell Street
"	"	"	-	Montebello

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Baltimore MD
21212-1034 US

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PETITIONER'S EXH. [redacted]

RIGHTSIDE

D.R. 1

TENNIS COURTS

31,000

POND

TRAIL

TRAIL

PRATT

MURRAY

134

CHARLES

ST.

D.R. 35

TENNIS COURT

HURSTLEIGH

FAIRVIEW RD.

AVE.

ROAD

ROAD

MEADOW

D.R. 2

CHARLES

GRANGE AVE.

Pet Ex 26

0,000

TYRCONNELL

ESTES

BUCHANAN

LANE

ROAD

D.R. 16

STREET

WOODBROOK

NW-8A

OF

PETITIONERS EXH.

Pet Ex 27

103.1.A APPLICABLE REGULATIONS FOR EXISTING RECORDED LOTS

1. If the lot to be developed was recorded in a subdivision that was recorded prior to the existence of the Planning Commission (pre-1945) then the present height and area regulations would be required. (see also Section 304 Z.C.P.M, Page 3-3; Section 1B02.3.A, B.C.Z.R., Page 1B-25)
2. If the lot to be developed is in a recorded subdivision approved or tentatively approved by the Planning Commission or Planning Board, then the zoning regulations applicable would be those in effect at the time the plan was recorded.
3. If the lot to be developed qualifies under Planning Commission or Planning Board approvals but is being further subdivided, it must meet the current regulations.

103.1.B GRANDFATHERING IN M.L. zone shall be determined in a case by case review.

1. Background: When Bill 100 was adopted in 1970, it established a separate category of 'grandfathering' under Section 103.1. It is somewhat akin to the nonconforming use concept in Section 104, but clearly different in both scope and implementation. The two concepts (nonconforming uses and grandfathering) are very different and this policy statement establishes the proper form of review for this unusual concept.
2. Eligibility: The specific intent of Section 103.1 was to grandfather the B.L., B.R., & B.M. uses allowed under the then Section 253.1 (1963 edition B.C.Z.R.). The right to use property in the M.L. zones for these commercial uses permitted in the M.L. zone prior to its amendment by Bill 100 is contingent on the applicant providing documentation of either of the following:
   a. that said use existed prior to September 19, 1970; or
   b. a preliminary development plan was approved by the Office of Planning and Zoning for commercial use before September 19, 1970; and that construction either was completed or was substantially commenced and diligently being pursued to completion prior to September 19, 1975.
   c. The determination of eligibility for a grandfathered use may be subject to a special hearing at the discretion of the Zoning Commissioner.
3. Conditions: If the eligibility criteria above is met theapplicant may as either of the following:

   a. Expansion of Existing Use - if the same exact use is to remain and is to be intensified, no floor area restrictions as long as the parking requirements in effect at the time of expansion can be met; or
   b. Conversion to a New Use - if the use is to be changed and/or converted the property is subject to the following:
   c. Uses Allowed - all the uses allowed as of right inthe B.L., B.M., & B.R. zones except, but not necessarily limited to, the following:
      -Amusement Devices
      -Duplicating Service Business
      -Fortune Telling Establishment
      -Temporary or Occasional Sales of Cut Flowers or Live Plants

   (those were not permitted uses in B.L., B.M., B.R. zones as

Pet Ex 28

(b) After receipt and approval of all items required in subsection (a) above, the director of public works shall promptly transmit the plat to the department of environmental protection and resource management and office of planning and zoning for their review for conformity with the plan, unless said plat was already reviewed by the departments for such conformity.

(c) Within ten (10) days after receipt of the plat, the directors of public works, environmental protection and resource management, and planning, or their authorized representatives, shall approve, modify with the consent of the applicant, or disapprove the plat. The applicant shall be notified in writing of the reasons for modification or disapproval.

(d) No plat may be recorded unless it has been approved by all three (3) directors above and the approvals have been so noted on the plat.

(e) No appeal shall be allowed from plat approval. (Code 1978, § 22-67; Bill No. 18, 1990, § 2) [Bill No. 56, 1982, § 2; Bill No. 35, 1988, § 1]

Sec. 26-216. Time limit for validity of subdivision plats.

(a) Unless extended pursuant to the provisions of section 26-217, a subdivision plat shall lapse and be invalid for either the entire subdivision or any section or parcel thereof, if such subdivision, section or parcel has not been developed, as defined in subsection (c), in accordance with the following time limits as applicable:

(1) Any plat, except a plat of a planned industrial park, recorded prior to the effective date of these regulations shall expire five (5) years after recordation, or on April 16, 1982, whichever is later.

(2) Any plat of a planned industrial park recorded prior to the effective date of these regulations shall expire twelve (12) years after recordation.

(3) Any plat, whether recorded or not, which is approved after the effective date of these regulations shall expire eight (8) years after the date of approval of the plan pursuant to which the plat was prepared. However, a plat for which there is an approved reclamation plan pursuant to division 5 shall expire eight (8) years after the date of approval by the CRG of the plan pursuant to which the plat was approved but in no event later than twenty (20) years after the date of approval of the reclamation development plan by the planning board.

(b) Except as provided in subsection (d), upon the lapse of a plat for any undeveloped subdivision, section or parcel thereof, the

development thereafter of such undeveloped subdivision, section or parcel shall comply with the development regulations in effect at the time of said development.

(c) A subdivision, section or parcel thereof is hereby defined as developed, and is therefor considered to be vested, if any of the following has occurred with respect to such subdivision, section or parcel:

(1) Building permits have been issued; or

(2) Substantial construction on required public or private improvements has occurred on such subdivision, section or parcel pursuant to the applicable regulations and requirements of the department of public works.

(d) Lots in the same ownership, not to exceed three (3) in number, if used for single-family dwellings, are exempt from the lapse provisions of this section.

(e) "Same ownership" as used in this section means any ownership interest by the same person, corporation, firm, entity, trust, estate, partnership or unincorporated association. (Code 1978, § 22-68; Bill No. 18, 1990, § 2) [Bill No. 56, 1982, § 2; Bill No. 35, 1984, § 1; Bill No. 124, 1984, §3]

Section 26-217. Extension of time limit for validity of subdivision plats and approved plans.

(a) Any subdivision plat for an entire subdivision or any section or parcel thereof or any approved plan which would lapse and become invalid under the provisions of section 26-216 or section 26-210 on or after November 25, 1979, shall be extended and remain valid if:

(1) With respect to an approved plan, the developer was prevented from recording a plat by reason of a deficiency in basic services for water, sewer or transportation; or with respect to a recorded subdivision plat, the entire subdivision or any section or parcel thereof could not be developed, as defined under section 26-216(c), by reason of the existence of a deficiency in basic services for water, sewer or transportation.

(2) The deficiency either occurred or was in existence on or after November 25, 1979.

(b) With respect to an approved plan, the length of time of any extension shall be equivalent to the lesser of:

(1) The period of time that the deficiency prevents a plat from being recorded; or

Pet Ex 29

SECTION 304 -- USE OF UNDERSIZED SINGLE-FAMILY LOTS - Prior to the application for a building permit, the applicant must provide satisfactory documentation. The applicant may be required to furnish:

a. a copy of the pre-1955 deed or subdivision plat;
b. (no additions)
c. contiguous ownership

It is obvious that Section 304 of the Baltimore County Zoning Regulations recognizes the existence of parcels of property that did not meet the minimum lot sizes mandated at the time the minimum lot size regulations were passed. To do otherwise would have the effect of rendering such undersized lots useless, and such legislation would be unconstitutional.

1. Section 304 B.C.Z.R., however, is silent as to when contiguous ownership would serve as a bar to its implementation, i.e., contiguous ownership in existence only at the time this regulation was passed or contiguous ownership in existence at that time and at any time thereafter.

2. It is therefore important to consider the intent of the owner who attempts to invoke the applicability of Section 304 BCZR. Each situation must be judged individually by the particular facts and circumstances presented. If the intent to avoid the regulations is obvious, Section 304c. cannot be invoked and variances must be required. An obvious method used is called "checkerboarding". The owner of a tract of land consisting of undersized lots makes conveyances of certain lots in order to create a pattern of ownership which qualifies each parcel as an undersized lot in a single and separate ownership, thereby avoiding the necessity of public hearing and notice for a variance. Often this is done by transferring title to members of the owner's family or to his business associates, e.g., to officers of the corporation which purchased the tract. Another method is to sell adjoining undersized lots which were recently purchased to individual, bona fide buyers. This would permit the new owner of a single undersized lot to build without a variance, where such permission would not have been granted to the owner of the entire tract.

3. If a single owner of contiguous undersized lots has purchased the property in good faith and without any intent to avoid the area requirements, 304c. may be used to allow the owner to build pursuant thereto. Good faith also must be determined by the facts and circumstances of each situation, but such factors as dates of purchase of the parcels, the purpose of the purchase, the intent of the purchase, can be utilized to so determine. This office has traditionally applied the "six year rule" to determine good faith, and that rule shall be one criteria to be used. The rule holds that if the single owner of an undersized lot contiguous to another parcel owned by him has transferred ownership of one to another, 304c. would apply if such new ownership has been held for a period of at least six years. This rule shall not preclude exceptions where it is clear, and equitable, that single ownership of contiguous property was not intended to avoid area requirements.

4. Ownership Information Including:

(i) a property tax computer printout for all adjacent properties, in addition to the subject property;

(ii) copies of the deeds for all adjacent properties, in addition to the subject property; and

(iii) a notarized affidavit stating that the applicant has had no financial interests for the prior six years in any adjacent properties.

Interpretation: The Zoning Commissioner retains the right Section 500.6 B.C.Z.R. to interpret whether the spirit and intent of these Regulations are being adhered to on a case-by-case basis (see Section 101 - Ownership Z.C.P.M., Page 1-23)

Pet Ex 30A

BALTIMORE COUNTY, MARYLAND

DEPARTMENT OF PERMITS AND DEVELOPMENT MANAGEMENT

TOWSON, MARYLAND 21204

DIRECTOR

BUILDING PERMIT

BUILDINGS ENGINEER

PERMIT #: B500681 CONTROL #: NR DIST: 09 PREC: 09
DATE ISSUED: 11/01/2002 TAX ACCOUNT #: 0901352462 CLASS: 04

PLANS: CONST 2 PLOT 7 R PLAT 0 DATA 0 ELEC YES PLUM YES
LOCATION: 100 WOODBROOK LANE
SUBDIVISION: WOODLEY

OWNERS INFORMATION
NAME: WOODBROOK, LLC
ADDR: 215 OLD PADONIA RD

TENANT:
CONTR: OWNER
ENGNR.
SELLR:
WORK: CONSTRUCT SFD, 5 BEDRMS, 3 CAR GARAGE-SIDE LOAD
2 FP, OUTSIDE PROJ NOT TO EXCEED 4'X10', REAR
BAY WINDOW, FRONT COVRD PORCH, SIDE COVRD PORCH
DORMERS ON 2ND FLR OVER GARAGE, UNFINIHSED BSMT

BLDG. CODE:
RESIDENTIAL CATEGORY: DETACHED OWNERSHIP: PRIVATELY OWNED

PROPOSED USE: SFD
EXISTING USE: VACANT

TYPE OF IMPRV: NEW BULDING CONTRUCTION
USE: ONE FAMILY
FOUNDATION: BLOCK BASEMENT: FULL
SEWAGE: PUBLIC PROPOSED WATER: PUBLIC EXIST

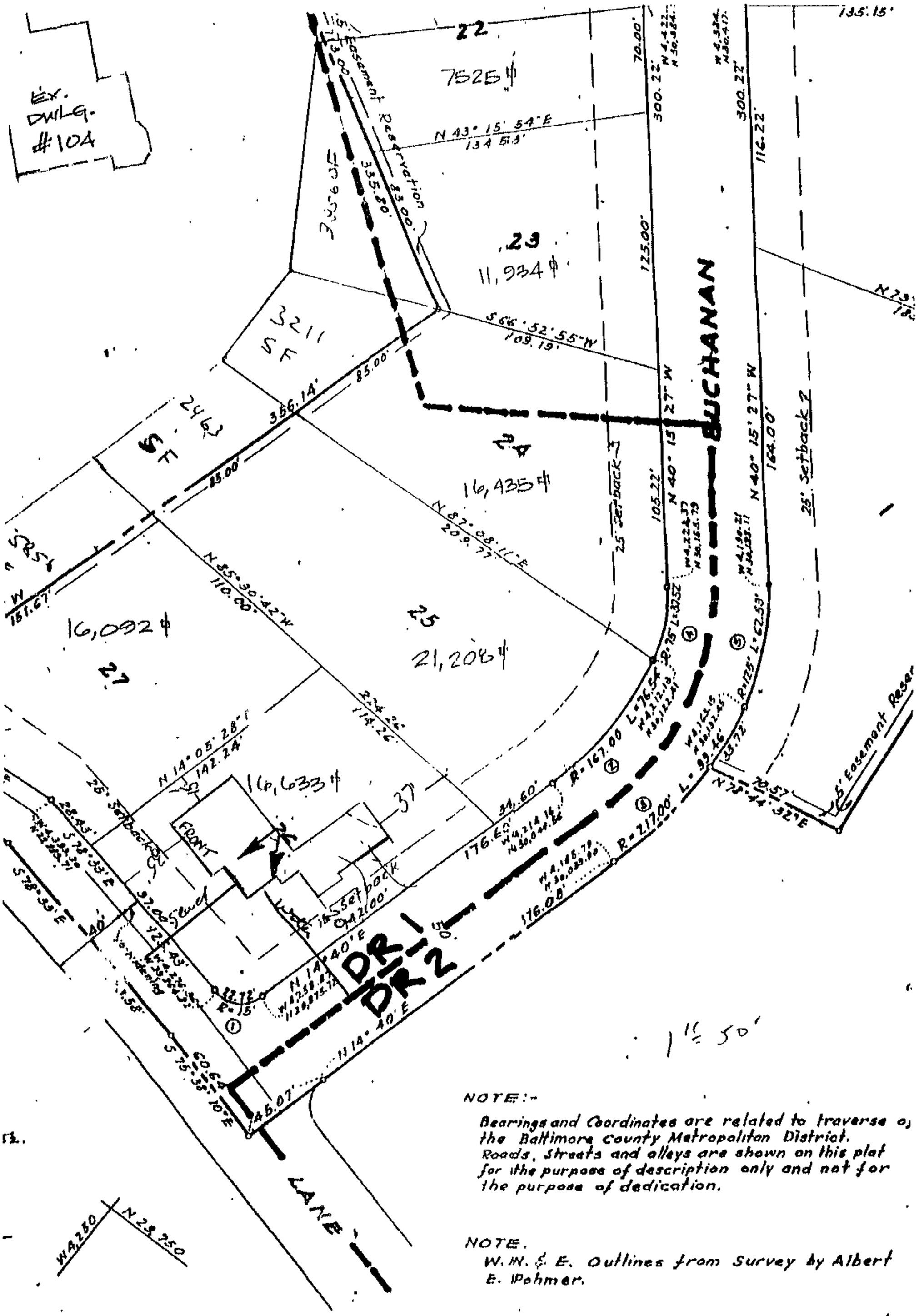
LOT SIZE AND SETBACKS

SIZE: 0108.36 X 0000.00
FRONT STREET:
SIDE STREET:
FRONT SETB: 35'
SIDE SETB: 15'/20'
SIDE STR SETB:
REAR SETB: 37'

LOT 26

PLEASE REFER TO PERMIT NUMBER WHEN MAKING INQUIRIES.

Pet Ex 30B



1" = 50'

NOTE:-

Bearings and Coordinates are related to traverse of the Baltimore County Metropolitan District. Roads, Streets and alleys are shown on this plat for the purpose of description only and not for the purpose of dedication.

NOTE.

W. M. & E. Outlines from Survey by Albert E. Pohmer.

OWNERS CERTIFICATE:-

Certification is hereby made that all the requirements of the Annotated Code of Maryland Chapter 1046, Acts of 1948 have been complied with on this plat.

T. Dudley Blackiston

Pet Ex #31

Jack Dillon, APA
543 Park Avenue
Towson, Maryland 21204
(410) 321-0021

PROVIDE PROFESSIONAL PLANNING AND ZONING ASSISTANCE IN THE AREAS OF LAND USE, LAND USE ANALYSIS, SITE EVALUATION AND DESIGN.

EMPLOYMENT HISTORY

THE VALLEYS PLANNING COUNCIL, Inc.
EXECUTIVE DIRECTOR
MAY 1997 - PRESENT

PRIVATE CONSULTANT
MARCH 1996 - PRESENT

BALTIMORE COUNTY, MARYLAND
Office of Planning, Community Planning Division,
Senior Planner and Deputy Division Chief
Rural and served as 2nd, 3rd and 5th District Planner
August 1987 - February 1996 (retired)

Office of Planning, Community Planning Division
Planner II – 2nd and 3rd District Area Planner
June 1981 – August 1987
Administrator of Baltimore County Agricultural Land Preservation Program (1979-1981)

Office of Planning, Comprehensive Planning Division, Environmental
Studies Section
Planner II – Environmental Planner
October 1974 - June 1981

Prior to October 1974 was with the Baltimore County Zoning Office
P& Z Tec. II, P& Z Tec. III, Chair of Zoning Advisory Committee (1969-1973), Chief of Zoning Enforcement (1973-1974)
June 1967 - September 1974 and February 1962 - May 1967
I was with the Department of Public Works assigned to special projects at the Johns Hopkins University and The Baltimore City / County Analyzer Office.

EDUCATION:

MORGAN STATE UNIVERSITY
Graduate Program in Landscape Architecture
1992 - 1994 (not complete)

UNIVERSITY OF MARYLAND
Graduated Para Legal
1978

UNIVERSITY OF BALTIMORE
Graduated B.S. Degree in Business Management
Planning Courses At Johns Hopkins University

1969

ADDITIONAL EDUCATION

DUNDALK COMMUNITY COLLEGE
Media/TV Production
1984-1986

UNIVERSITY OF BALTIMORE SCHOOL OF LAW
1969 - 1970

GEORGIA INSTITUTE OF TECHNOLOGY
Institute in Urban Planning
1969

JOHNS HOPKINS UNIVERSITY
Appraisal of Real Estate
1975

OTHER PROFESSIONAL EXPERIENCE

CATONSVILLE COMMUNITY COLLEGE
Visiting Lecturer - Zoning and Subdivision Design
Spring 1991

UNIVERSITY OF MARYLAND, SCHOOL OF SOCIAL WORK AND URBAN PLANNING
Visiting Lecturer - Use of Video in the Art of Planning
February 1987

TOWSON STATE UNIVERSITY
Department of Geography and Environmental Planning
Instructor of Two Three Credit Courses Entitled Principals of Zoning
And Planning Implementation
February 1972 - December 1981

Member of The American Planning Association

SIGNIFICANT PROFESSIONAL ACCOMPLISHMENTS

Planner and Author/CO Author of a variety of Reports and Planning Studies, Including:

The Enduring Rural Landscape – VPC, September 2001
The Essex/Middle River Community Assessment 1995
The Owings Mills Open Space Concept Plan 1995
Hanover Pike Corridor Plan 1993
Hereford A Preliminary Analysis 1987
The Reisterstown Road Corridor Study 1987
Plan for Owings Mills, Maryland 1984
The Old Court Road Corridor Study 1984
Site Selection for The Northwest Area Multipurpose Center 1982

Proposed Amendment To Baltimore County Zoning Regulations - Sludge
Disposal in Baltimore County 1982
Areas of Critical of State Concern in Baltimore County 1979
Planner responsible for the organization and administering the Agricultural Land Preservation Program for
Baltimore county 1979 - 1981
Primary Draftsman of the Four Resource Conservation Zones for
Baltimore County, which have become the basis for controlling growth
In rural Baltimore County, 1975
Development and Adminstration of the Video Production unit within The office of
Planning.
Producer of Video "The Grove" which won a National
Association of Counties Award in 1993.

Court and Agency Proceedings:

Since 1965 I have provided testimony as an expert witness before the Baltimore County
Planning Board, various Legislative Sub-Committees in Annapolis, The Baltimore County
Council, The Baltimore County Zoning Commissioner, The Baltimore County Board of Appeals, The
Calvert County Board of Appeals, The District Court of Maryland and The Circuit Court of Maryland, and
I have presented testimony before the Planning Commission For The Town of Ocean City, and the
Dorchester County Board of Appeals.

December, 2002

Pl Ex 324

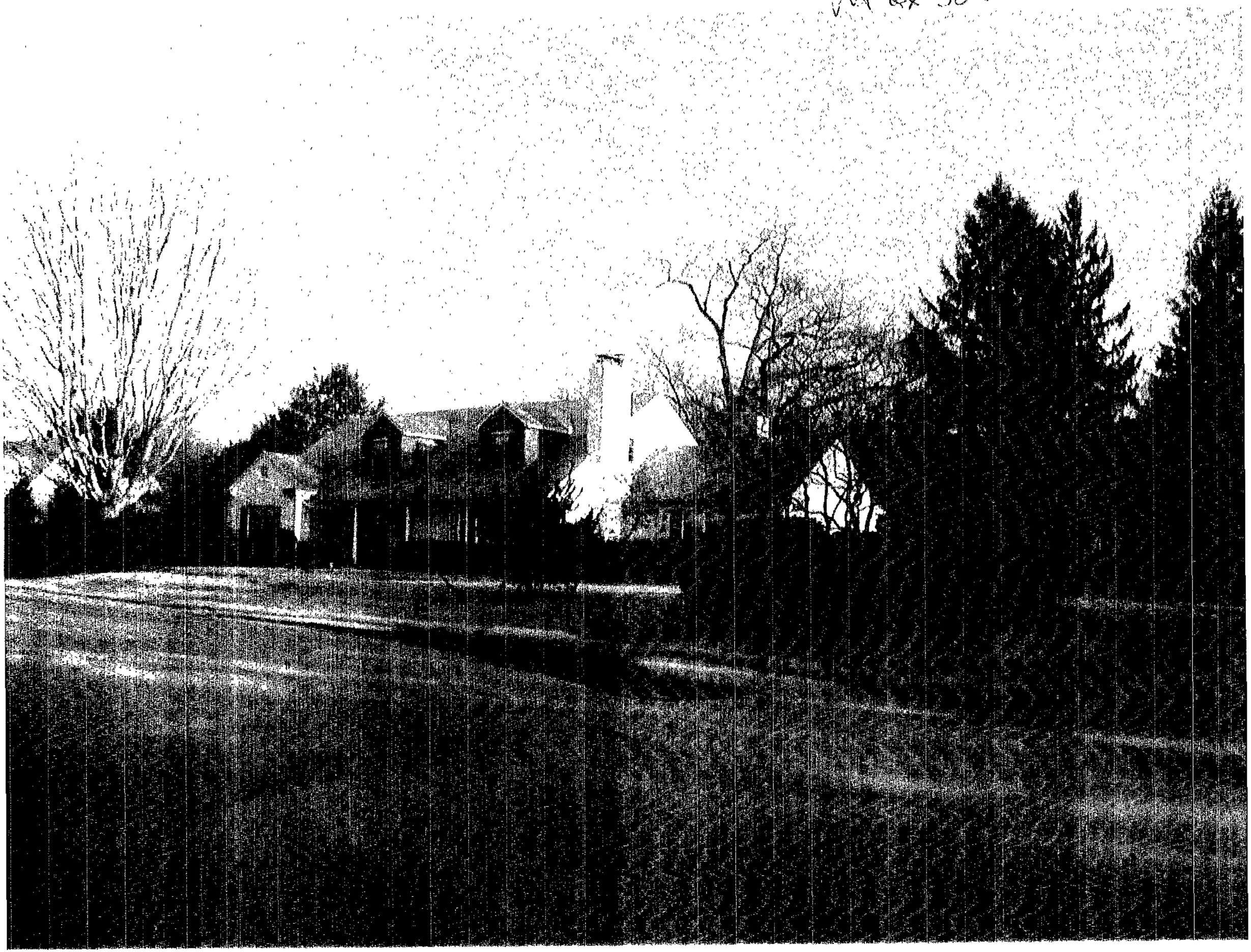


Pet Ex 32B



1/2/2003

Pet Ex 30 C



Def Ex 32 D



Let Ex 30-E



Pelcy 32F



Let Ex 326

2E+E+32H



2 of Ex 32 I





Pet Ex 32 K



Ref Ex 32

1955

Zoning Map C

Pet Ex 33

Pet Ex 33

2000 Zoning Map

9th District

RUXTON RIDGE

RUXTON HEIGHTS

RUXTON CTR. SPEC. ED.

BD OF EDUCATION ADMINISTRATION OFFICE

LOYOLA HIGH SCHOOL

BLAKEHURST LIFE CARE COMMUNITY

MALVERN

FOUR WINDS

CHARLESWOOD

MURRAY HILL

MARTINS CHOICE

LAKE ROLAND N.R.H.D.

GREATER BALTIMORE MEDICAL CENTER

SHEPPARD & ENOCH PRATT HOSP.

TOWSON STATE UNIVERSITY

TOWSONTOWN

ELKRIDGE HUNT CLUB & G.C.

SISTERS OF MERCY

VILLA ASSUMPTA

RIDERWOOD ELEM. SCHOOL

RIDGE SCHOOL

WOODVALE SHOP

RIDERWOOD HILLS PARK

KENILWORTH MALL

ORCHARD PARK

RIVERVALE PARK

LAKE ROLAND

JONES FALLS

TOWSON BRANCH

Pet Ex 34

#104 Woodbrook Lane
See attchd prior title history
C-B 844

(1)

Safe Deposit and Trust Company of Baltimore BCo
[Exec. - John E. Hurst Est. Wills JPC 20-73

Deed 9-1-33 912-377 — M+B 24.72A NS w/c Hurstleigh Ave Nr N. Chas. St 9ED BCo, Md S/A WPC 378-241 [5-13-1911]

77K Conan, wife F/S

T. Buchanan Blackiston (Blakeiston) } T/E
Jessie Black " , wife

Plat of Woodley from 27 Lots Beach & Buchanan & Rds + P/O Wilkie Ln Estates Rec 6-3-52 GLB 18-30

D 7-25-50 1860-580 Blakeiston / Morrison NEC Buchanan Rd & Wilkie Lane

Deed 3-16-46 1445-412 — M+B E Woodbrook Lane 3.79± (Hurstleigh Ave)

Pohmer 3-14-46

H-1953

Deed 8-4-52 2151/286 — Lots 24-25 Woodley 18-30 P/O 912-377

F. Colston Young } T/E
Nellie B. " , wife

Deed 6-30-50 1851-388 S/A 1445/42

H. Guy Campbell } T/E
Grace M. " , wife

S. James Campbell
Mary Jo " , wife

Deed 1-22-62 3457-564 — Lt 23 P.08A P/O Lt 24 P/O Lt 22 ① ② ③ 2943/208

H. Guy Campbell
Grace M. " , wife

Agt Sa 7-24-52 2166-222 — Lots 5, 6, 7, 9 & 26 Woodley

C. Davis Hogendorp
Mary Jane " , wife
Deed 9-23-54 2564-432 to Lt 26

Lt 20 8-14-52 2156-224
Robertson
Quinyappe T

Deed 9-9-52 2173-185 — Lt 27 Woodley +10' wdg strip

Deed 10-29-52 2197-235 — Lots 21, 22 Woodley

Webb G. Seibold } T/E
Phyllis K. " , wife

Deed 12-10-52 2225-375 — Lt 23 Woodley

S. James Campbell

Ref Ex 35 c

S. James Campbell, Exec,
Exec LW & T Grace M. Campbell, decd

Note: H. Grey Campbell predeceased Grace M. Campbell (wf/widow) died 10-8-68 said B Co
S. James Campbell (son) appointed Exec who, acting under auth vested in him Sa $120,000

Deed 1-7-1970 5064-475
① 3.7 A± S/A 1851-388
② m&b P/O Lt 22 Woodley 18-30
③ Lt 23 Woodley P/O 3957-564
④ " 24,25 " ; 2151-286, T1
⑤ " 26 " S/A 2567-564
⑥ Lt 27 Woodley S/A 2173-185

James C. Alban III } T/E
Carolyn C. " , wf }

Intending to convey all that tol k/a Sportwood Lot @ NWC Buchanan Rd & Woodbrook Lane upon wh HGC & GMC, wf, lived until their deaths.

S/S Deed 5-26-77 5759-777 S/A 5064-475

James C. Alban III

S/S Deed 6-1-77 5759-506 S/A abv
Improv k/a #104 Woodbrook Lane

Robert N. McCormick
Barbara K. " , wf

TGC H-97865 285K Deed 3-5-79 5996-144 S/A 5759/5064 577

Alan B. Cohen } T/E
Miriam L. " }

Ku Sa 8-2-02

Ku Sa 8-2-02 #104

Benhoff Family, LLC

415K Mtg 4-25-91 8781-640 CP

345K Rel D/T 3-8-94 10419-395

Mtg Cp

NSDTG

Sub to MH Mtg Hqmt 2-23-94 10419-406
8781-640 subordinated 10419-398
to
reduced to 100K debt

35B

35C

#104 Woodbrook Lane C-B 844

See attached Title History

Rec'd Woodley 6-3-1952 GLB 18-30 Lots 1 thru 27 Pltd 5-19-52 — Palmer Surv

OW Ctf signed only by T. Buchanan Blakiston

Safe Deposit and Trust Company / Baltimore [Exec. for John E. Hunt, Est.]
Balto Co. - Wills - JPC 20-75

Deed 9-1-55 912-377 — Ex'r's conveyance S/S — M&B 24.22A Rec'd [Do not appeal O.T.P.]

T. Buchanan Blackiston [Blakiston]
Jessie Black " , wf

H-1983

Deed 8-4-52 2151-286 — Lots 24, 25 "Woodley" GLB 18-30 mn hy Jas P/O 912-377 R&S T.R. "Wes" Ea lot 35' FBSBL Buchanan Rd, 15' sidelandy li, 25' rear landy li. Ctf as to disapproval of plg plan etc. where lots suitable & desirable - H-O amdt. No dedic of sts etc.

H. Guy Campbell } T/E
Grace M. " , wf }

D 9-9-52 2173-185 [27]
H G C et ux M&B 0.4A
Tog wt 10' wdg strip NS Woodbrook Lane P/O 912/377
Restr S/A 1860-580
D 9-25-50 Blakiston / Morgan. Nec Woodbrook Lane / Buchanan Rd

D 12-10-52 2225-375 [Lt 23]
S. James Campbell et ux
Restr S/A 2181-445
P/O 912-377

Deed 1-22-62 3957-564 — Lt [23] + M&B 0.08A P/O Lt [24] + M&B P/O Lt [27] S/A Lot 3 Lot 4 2943-208
H G C et ux

Palmer 3 M 146 S/S — No building line

Deed 3-16-46 1445-412 — M&B 3.7A P/O 912/377 — No veg'ty ends 30' ind line

T. Colston Young } T/E
Nellie B. " , wf }

Deed 6-30-50 1851-388 — S/A 1445/412

H. Guy Campbell
Grace M. "

Lots 5, 6, 7, 9 & [26] Woodley Subd of Tract for Woodley 18-30 — Agt Sa 7-24-52 2166-222 — Bldg Restr Ele.

Deed 9-23-54 2564-422 — Lot [26] Woodley 18-30 Subj to 216G/122 P/O 917/377

G. Davis Hoyendorp } T/E
Mary June " , wf }

D 10-5-54 2567/561 — Lot [26] HGC GMG

Deed 10-29-52 2197-235 — Lots 21 + 22 Woodley 18-30 P/O 917-377 Restr

Webb G. Seibold } T/E
Phyllis K. " , wf }

S. James Campbell, Exec
Lillian T. Grace M. Campbell, dec'd

Deed 1-7-70 5064-475 — S/S — GCM died 10-8-68 Will [3G] 1C8-53
① [3.7 A] S/A 1851-388
② M&K P/O [22] 18-30
③ Lt [23] P/O 3957-564
④ Lts [24, 25] 2151-286 3957-564
⑤ Lt [26] 2567-564
⑥ Lot [27] 2173-165
All of "Spotswood"

James C. Alban III } T/E
Carolyn C. " , wf }

Deed 5-26-77 5759-777 — S/A 5064-475 — S/S

James C. Alban III

Deed 6-1-77 5759-506 — ① 3.7 A ② Strip out P/O 22 5064-475 ③ Lots 23, 24, 25 26427 18-30

Robert N. McCormick } T/E
Barbara K. " , wf }

S/A 5064/475 5759/777

TGC

Deed 3-5-79 5996-144 — S/A 5759-506 Impvd. #104 Woodbrook Lane

Alan B. Cohen } T/E
Miriam L. " }

Recp. Sent 1/4/82 6362-011 Bal Co
Attn " Woodbrook Lane RW 77-227-15

OPEN MTGs

4/29/91 8781-640 #104 Woodbrook Lane
MD-TE $100K MSPT
A/H 5759-506

5/8/91 10419-398 REFI MMC
$100K Jun 1-1-2009
S/H 5996-144

2/23/94 10719-406
Subord Fin'g Agmt
10419-398 PRIORITY
8781-640
A.O.A reduced to 100K

7-12-02

1955 Zoning Map 3C

8th District

9th District

8.R.10.1

8.R.20.1

9.R.6.12

9.R.6.14

9.R.10.15

9.R.20.6

9.R.10.14

9.R.40.2

9.R.40.4

9.R.40.3

9.R.20.9

9.R.6.15

9.R.10.12

9.R.10.7

Pet Ex 33

2008 ZONING MAP

Pet Ex 34

9th District

8th District

RIDERVALE

RUXTON

RUXTON RIDGE

RUXTON HEIGHTS

MALVERN

LAKE ROLAND N.R.H.D.

TOWSON BRANCH

CHARLESWOOD

MURRAY HILL

FOUR WINDS

LOYOLA HIGH SCHOOL

THE RIDGE SCHOOL

TOWSONTOWN

TOWSON STATE UNIVERSITY

GREATER BALTIMORE MEDICAL CENTER

SHEPPARD & ENOCH PRATT HOSP.

BLAKEHURST LIFE CARE COMMUNITY

ELKRIDGE HUNT CLUB G.C.

SISTERS OF MERCY

VILLA ASSUMPTA

MARTINS CHOICE

RIVERVALE PARK

ORCHARD PARK

KENILWORTH MALL

RIDERWOOD HILLS PARK

RODGERS FORGE ELEM SCH

TOWSON YMCA

JEFFERS RD.

ESSEX FARM RD.

RIDERVALE AVE.

ROBIN HOOD CIR.

ROBIN HOOD CT.

BELLONA AVE.

BELLONA LA.

JUDGES LANE

RIDER AVE.

DENNISAVE

BLACKISTON RD

ACORN HILL LA.

JOPPA RD.

TWIN MAPLE RD.

WOODVALE SHOP

WINE SPRING LA.

WINE SPRING GARTH

CHARLES RIDGE GARTH

CHARLES RIDGE RD.

OLD WILLOW WAY

MEADOWRIDGE RD.

WALNUT HILL LANE

SHERWOOD AVE

CROSSMOOR LA

GLAN CHATTAN ST.

MAPLE AV

OLD ORCHARD LA.

MAYWOOD RD.

CARROLLTON AV.

CHELSEA AV.

BOYCE AVE.

LOCUST AVE

BERWICK RD.

RIDER HILL RD.

WARE AVE

GREENWOOD RD NO 2

GREENWOOD RD NO 1

GREENWOOD RD.

OVERBROOK RD.

CHARLES ST.

CHARLES SWAY

WEST WIND RD.

WEST WIND CT.

EAST WIND RD.

NORTH WIND RD.

SOUTH WIND RD.

SOUTH WIND CT.

MALVERN CT

MALVERN AVE

RUXTON AVE.

RUXTON CT

RUXTON RD

LABELLE AV

PAULDINE ST

CURVING LA.

PUXLEA CT

ARMY RD.

NAVY RD.

GREENWOOD RD.

CHESTNUT AVE.

PICCADILLY RD.

ETON RD.

LOCKERLEY RD.

WOODBINE AVE.

GROOM DR.

MARWOOD RD.

LOYOLA DR.

TERRACE WAY

CHESTNUT GLEN GARTH

RANGE CT.

HORNCREST RD.

BARRANCO CT.

CHESAPEAKE AVE.

BURN-BRAE RD.

BONNIE HILL RD.

EDGEHILL DR.

VERSAILLES CIR.

DIXIE DR.

HAMSHIRE WOOD CT.

STONE CT.

MANOR CT.

BALCARRES RD.

ROUND OAK RD.

BEND RD.

BARONET PL

ALLEN

PURDY CT

DUBLIN CT.

DUBLIN RD.

CAVAN RD.

DUBLIN DR.

MARLEIGH CIRCLE

KENILWORTH CIRCLE

DONINGTON CIRCLE

CHARLESWOOD WAY

TOWNEMAIN COURT

SUTHERWOOD COURT

GALTON LA

CHARING TERRACE

SANDSBURY RD.

MC PHERSON CT.

LYNCT.

HEDGEWOOD RD

OTHORIDGE RD.

WARWICK DR

WESTBURLEIGH

WARWICK

BURNLEE RD

TEMPLE

YARBOROUGH RD

ALSTON RD

LACOSTA COURT

COLDWATER COURT

MALIBU COURT

TRAPPE LA.

BROOKSIDE LA

CROSSING RD

CHARLES VALLEY COURT

RIDGE

LANE

TRAUF RD.

TURNTON RD.

LAKE ROLAND DR.

CLUB RD

MELDON LA

MELDON RD

ROLDRE LA

WILLOW AV.

SPRINGDALE RD.

RUXWAY RD.

MAPLE AVE

BALLSTON RD.

CHELSEA TERRACE

CHATTAN ST.

OLD ORCHARD RD.

CARROLLTON AVE.

GLEN ARGYLE RD

ROLANDVUE

CLOVERLEA RD.

WAGNER RD.

BRIGHTSIDE AVE.

LINDSAY LA

CENTRAL AVE

LIGHT RAIL

BARROLL LANE

BARROLL RD

HOLLINS FERRY RD.

HOLLINS AVE

LAKE MANOR CT.

LAKE MANOR DR.

BUCKINGHAM RD.

BUCHANAN LA.

DEVON HILL RD

DENBEIGH HILL CIR.

LAKEHURST LA

LAKEVIEW RD.

OVERLOOK LANE

OVERLOOK PL

ELLWOOD CT

KNOLL-RIDGE CT.

BELLONA CT.

BUCHANAN RD

ESTES RD

FAIRVIEW RD.

MEADOW RD.

LA GRANGE

ARVAGH DR.

TYRONE RD

TYRONE RD S.

CHESTNUT GLEN GARTH

GREGORIA CT

CLOISTER GATE DR

STANMORE RD.

BRANDON LA.

LAWARK RD

LOUIS CT.

DUMBARTON RD.

GLEN ARGYLE RD

STEVENSON LANE

LIMENT COURT

HADDON AVE

MC KIM AVE

MICHAELS WAY

HADDON HALL RD

HADSON CT

WALNUTWOOD CIRCLE

WAYHOUSE CIRCLE

STEVENGATE CT

BARGATE CT

WALLWOOD RD

ERWOOD COURT

BROOKE COURT

MIDHURST RD.

PINEHURST RD.

GAYWOOD ST.

ELMWOOD TOWNE CT.

SOUTHLAND CT.

TOWSON TOWNE CT.

PRATT AV.

MURRAY HILL AVE.

MURRAY HILL CIR. RD.

APPLEWOOD LA.

MONTROSE AVE.

WOODBROOK LANE

BETTYBUSH LANE

BAVEN MILL RD.

WATERBURY COURT

JONES FALLS

LAKE ROLAND

PENN CENTRAL & MTA

LEE PARK

DR 1

DR 2

DR 3.5

DR 5.5

DR 16

OR 1

OR 2

BL

BL-AS

BM

CB-5

ML

RO

MLR

FINDINGS FROM DATA COMPARING
ENCLOSED AREAS ON LOTS
TO TOTAL LOT SIZE

1. Only one of the current residences in the entire community has an enclosed area which is greater than 20% (21%) of the total property land area
2. Every other home in the community (47/48) takes up less than or equal to 17% of the total property land area.
3. DETAILS: 12/47 homes are between 13 – 17%
   18/47 homes are between 9 – 12%
   17/47 homes are less than or equal to 8%

4. There are 11 homes that which are immediately adjacent to the property under discussion. These residences include #'s 3,5 and 7 Buchanan Road, #'s 100, 101 and 102 Estes Road and #'s 24, 25, 108, 110 and 120 Woodbrook Lane. A breakdown of the proportions of these existing homes to their total property land area are as follows:

   - 7/11 homes between 10 and 15%
   - 4/11 homes under 10%
   - NO HOMES OVER 15%

5. BY COMPARISON THE PROPOSED DWELLING WILL COVER AT LEAST 32% AND POSSIBLY UP TO 44% OF THE TOTAL PROPERTY LAND AREA.

6. The square footage of the 22 mature, existing homes in the Woodley subdivision can be summarized as follows.
   - 1/22 greater than 5000 sq. ft. (5164)
   - 2/22 between 4000 – 5000 sq. ft.
   - 3/22 between 3500 – 4000 sq. ft.
   - 6/22 between 3000 – 3500 sq. ft.
   - 7/22 between 2500 – 3000 sq. ft
   - 3/22 between 2000 – 2500 sq. ft.

7.BY COMPARISON THE BUILDING PERMIT (B500681) FILED FOR LOT #27 LISTS 7400 SQ. FT IN THE AREA UNDER "FLOOR".

CONCLUSIONS

1. The proposed dwelling which is currently under construction at the builder's risk is DRAMATICALLY out of proportion to every other house in the entire community.
2. If dwellings of equal size are placed on all of the undersized lots (23, 24, 25, 26 and 27) they will loom over their immediate neighbors destroying the character of the neighborhood and giving the impression of a "rich man, poor man" atmosphere.
3. These are huge houses on small lots. I appreciate the idea of smart growth but I think it has many contexts.
    a. Development based on present day zoning ordinances.
    b. Development created within the character that has already been established within mature neighborhoods.
    c. Development which is approved with eyes fully open to other developments currently underway and fully congnizant of the potential for future development in mature urbanized areas whose roads are already burdened.

Infill development is tolerable to this constituent under CURRENT zoning guidelines. What is proposed by this developer CANNOT BE CONSIDERED "SMART GROWTH". This mature urban neighborhood should not have to suffer the loss of our neighborhood character to save our more rural neighbors or to allow for more profit to flow to developers who put up houses completely out of character with the preexisting mature dwellings. The money is made, the developer leaves and the neighborhood is left to pick up the pieces. That cannot be smart.

AGREEMENT

THIS AGREEMENT is made this _____ day of 4/13, 2004, by and between Woodbrook LLC and its managing member, Melvin Benhoff (collectively "Developer") and the Woodbrook Community ("Community")

Recitals

A. The Developer is the owner of real estate, identified among the Maryland tax records as parcel 161 ("Parcel 161"); and the southern half of Lot 22, and Lots 23-27 of the Woodley subdivision plat (the "Lots") (collectively referred to herein as the "Property"), as outlined on **Exhibit A,** attached hereto and incorporated herein.

B. The Woodbrook Community ("Community") consists of those owners of real estate on Buchanan Road, Woodbrook Lane, Estes Road and Meadow Road who were Petitioners who filed a Petition before the Zoning Commissioner of Baltimore County, Case No. 03-218-SPH ("Petition"), relating to the Developer's proposed development of the Property, and all persons who have executed this Agreement below. That Petition resulted in a decision issued by the Zoning Commissioner, on or about June 2, 2003, in favor of the Community's Petition. The decision has been appealed to the County Board of Appeals of Baltimore County.

C. The Developer and the Community (collectively referred to herein as the "Parties") have engaged in settlement negotiations relating to the issues raised in the Petition, and related matters, and have reached an agreement to resolve their dispute.

D. The Developer is willing to enter into this Agreement, and the covenants and obligations contained herein, which shall be binding upon the Developer, its heirs, personal representatives, successors, transferees and assigns for the protection and quiet enjoyment of the Community.

E. Upon the final, unappealable, administrative approval of the seven (7) lots identified and described in Exhibit A, to include a Minor Subdivision Plan, Lot Line Adjustments, Final Development Plan and Record Plat, Developer shall cause to be dismissed the appeal of Zoning Commissioner's Decision in Case No. 03-218-SPH currently pending before the County Board of Appeals of Baltimore County.

Witnesseth

NOW THEREFORE, in consideration of one dollar ($1.00) and the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Plan of Development

A. The Developer agrees that it will develop the Property so as to create a total and maximum number of seven (7) lots on the Property in accordance with the Plan of Development attached hereto and incorporated herein as **Exhibit A**, each lot being the size and configuration as specified in **Exhibit A**. The Developer further agrees that no more than one residential housing unit ("house") will be constructed on each lot and that the size of Lot 3 on **Exhibit A** shall be at least 20,000 square feet.

App Ex 1

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E. Upon the final, unappealable, administrative approval of the seven (7) lots identified and described in Exhibit A, to include a Minor Subdivision Plan, Lot Line Adjustments, Final Development Plan and Record Plat, Developer shall cause to be dismissed the appeal of Zoning Commissioner's Decision in Case No. 03-218-SPH currently pending before the County Board of Appeals of Baltimore County.

Witnesseth

NOW THEREFORE, in consideration of one dollar ($1.00) and the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Plan of Development

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In order to develop the Property as agreed, the Developer shall seek administrative approval from Baltimore County to subdivide Parcel 161 into three (3) lots in accordance with the minor subdivision plan attached hereto as **Exhibit B**. The Developer shall also seek administrative approval from Baltimore County for lot line adjustments for both Parcel 161 and the lots so as to create the seven (7) lots as described in **Exhibit A**, each lot being the size and configuration as specified in **Exhibit A**.

B. The Developer shall be the sole developer of the Property and the sole general contractor with regard to the construction of each of the houses to be constructed on the Property.

C. The parties agree that the minor subdivision plat for the minor subdivision of Parcel 161, **Exhibit B**, will not be recorded within the Land Records of Baltimore County. After both the approval of the minor subdivision of Parcel 161 and/or any necessary amendments to the existing subdivision plans, and the lot line adjustments for the Property are obtained, the deeds for each separate lot, which will describe each lot in conformance with the size and configuration of each lot set forth in **Exhibit A**, will be recorded within the Land Records of Baltimore County.

D. The parties agree to jointly seek to incorporate the terms of this Agreement into the terms and conditions of approval for the Final Development Plan for the Property as issued by the Director of Permits and Development for Baltimore County, Maryland.

E. Developer agrees not to dedicate that portion of the strip of land connecting Estes Road to Woodbrook Lane ("Private Road") that it owns for public use nor improve it in such a manner as to cause drainage problems to adjoining properties, provided said strip may remain open for use by those entitled to the use thereof. To the extent that any damage is caused to the Private Road during construction on the Property, Developer shall repair the road at Developer's sole expense.

F. Developer also agrees to impose obligations on the owners of Lots 7 and 4 as designated in **Exhibit A** to contribute, financially or otherwise, to the common maintenance of the Private Road, to include snow removal and any necessary repairs. The obligation to maintain the Private Road shall be fairly and reasonably shared amongst and between the owners of Lot 7, Lot 4, 108 and 110 Woodbrook Lane.

II. <u>Stormwater Management</u>

A. The Community has several primary concerns regarding water drainage, run-off and stormwater management relating to the Property. Those concerns include water run-off and problems associated therewith at the Ehrhardt residence, located at 101 Estes Drive, water problems and water run-off onto the Winicki property, located at 120 Woodbrook Lane, water runoff and problems associated therewith for water run-off south on Woodbrook Lane, and water problems and water run-off onto and down Buchanan Road, including water-runoff into the pond located at the bottom of Buchanan Road and the streams which empty into the pond. The Developer agrees that it will use best management practices and comply with all current water run-off drainage and stormwater management laws and regulations of the State of Maryland and Baltimore County, and any agencies of the State or County, to manage and control water, including stormwater. The Developer has submitted a Stormwater Management Plan, to be implemented at the Developer's sole and exclusive cost, to the relevant Baltimore

County agencies which purports to address each of these concerns. A copy of the Stormwater Management Plan is attached hereto as **Exhibit C**. The parties acknowledge that the ultimate decision on these stormwater management issues will be made by the relevant Baltimore County agencies. The Developer and the Community, however, agree that consistent with proper and adequate stormwater management that water run-off and drainage, including storm water, will be managed and controlled as provided in the Stormwater Management Plan and as directed by the relevant Baltimore County agencies.

B. Developer agrees to construct, at its sole expense, storm drain improvements to the cul-de-sac of Buchanan Road, the design and construction of which shall have been reviewed and determined by the relevant Baltimore County agencies to meet the County's requirements and approval. The plans for the storm drain improvements are attached hereto as **Exhibit H.**

C. The Developer also agrees to take appropriate steps to address storm water run-off from Buchanan Road onto 25 Buchanan Road, the property currently owned by the Zeren family, by regrading that area of Buchanan Road adjacent to 25 Buchanan Road to redirect water from 25 Buchanan Road, and its driveway, to the storm drain improvements which will be constructed under this Section. The developer will also construct a new curb between the driveways of 23 and 25 Buchanan Road for purpose of redirecting water run-off down Buchanan Road away from 25 Buchanan Road to the storm drain improvements. In regrading and redirecting water run-off as provided in this paragraph, Developer will take the necessary steps to prevent additional water run-off onto the property and driveway at 24 Buchanan Road, which is currently owned by the Slezak family.

D. Developer shall take appropriate steps to address storm water run-off from the Property onto the properties currently owned by the Beacham and Clark families, 108 and 110 Woodbrook Lane, respectively. Developer shall redirect water run-off from the Property away from the Beacham and Clark properties and houses. The redirection of the water shall be accomplished by regrading that portion of the private road extending from the end of Estes Road, which is located in front of 108 and 110 Woodbrook Lane, to direct water run-off away from the two properties and by regrading the current slope from the Property to the private road. The regrading will include, but not to be limited to, increasing the height of the portion of the private road which is closest to the two properties to redirect water to that portion of the private road which is closest to the Property and erecting a curb between the private road and 108 and 110 Woodbrook Lane. The regraded surface and curbing to be created under this paragraph, however, will not interfere with ingress or egress to the driveways which currently serve 108 and 110 Woodbrook Lane. The Developer has also agreed to repair the depressed area of the private road, which runs between the Property and 120 Woodbrook Lane, which is currently owned and occupied by the Winicki family, at the location where a small bridge crosses over drainage piping between the Property and 120 Woodbrook Lane.

E. In creating driveways for the lot on which the White House is located and the house to be constructed on Lot 7, and other improvements to those lots, the Developer will take the necessary steps to prevent additional water run-off onto the properties located at 108 and 110 Woodbrook Lane, and the property located at 102 Estes Road, which is currently owned and occupied by the Stone family.

F. The Developer shall place a restrictive covenant, by deed or by separately recorded instrument and/or covenant, upon any and all lots, which when graded and built, have any potential to cause drainage and/or water runoff. The restrictive covenant shall place all subsequent owners of the lot(s) on notice of the Developer's obligations relating to drainage and water run-off, including storm water, under this Agreement. Said covenants shall impose upon subsequent owners of the lot(s) the obligation to maintain storm water management devices in compliance with the approved Storm Water Management Plan attached hereto as **Exhibit C**. No building, grading or other work shall be performed to materially alter or cause non-compliance with **Exhibit C** or the laws and regulations of Baltimore County as applicable at the time of the alteration, whichever standard is more stringent. Each lot owner shall have the obligation to maintain storm water management devices located on its property in a manner to ensure its proper function.

G. To the extent that any repaving needs to be performed to any area during the work performed under Subparagraphs B, C, D and E of this Subsection, the repaving shall be performed at the Developer's sole expense.

III. Landscaping

A. The Community has concerns related to the preservation of certain existing trees and landscaping on the Property and the types of hard and soft landscaping proposed for the Property. In an effort to address these concerns, the Developer, in conjunction with designated representative(s) of the Community, have met in the field at a mutually convenient date and time and have jointly tagged and identified the mature trees which will be preserved during the development of the Property, including during and after the construction of the proposed structures on the Property. The Developer shall accede to the Community's wishes with regard to what trees should be tagged to the extent reasonably practicable. The Developer agrees that at a minimum, the trees identified in **Exhibit D**, which includes the White Oak tree located within the area designated in **Exhibit A** as Lot 4, shall be preserved.

B. Fences will not be permitted in the front or side yards of the houses to be built on any of the lots on the Property. Any fences which are constructed on the lots will not extend towards the front of the dwellings in any area beyond the rear building line structures. The Developer agrees to place restrictive covenants by deed or separate recorded deed and/or instrument upon any and all of the lots regarding this restriction. Standard fence details are attached hereto as **Exhibit E.**

C. Standard specification for landscaping is attached hereto as **Exhibit F.** Landscaping for each lot shall be done in compliance with the criteria as set forth in **Exhibit F.**

D. Developer agrees that all power lines, phone lines, cable lines and similar utility lines shall be buried underground throughout the Property.

IV. Renovation of the "White House"

A. The Developer will renovate the existing "White House" located within the area designated in **Exhibit A** as Lot 4, the interior renovation of which shall be substantially completed prior to the completion of construction on any houses on the Property other than the current construction on the lot designated in **Exhibit A** as Lot 3. The exterior renovation of the

"White House" shall be completed prior to the completion of construction for any house on Lots 1, 2, 5, 6 or 7 as designated in **Exhibit A**.

V. Proportionality of the Proposed Structures

A. The Community has concerns related to the proportionality of the proposed residential and related structures to be constructed on the Property as they relate to the size of the existing structures in the Community, and particularly those houses currently located on Buchanan Road. In an effort to address this concern, the Developer agrees to the following limitations:

1. The houses to be built on lots of one acre in size, or less, which shall be those lots designated on **Exhibit A** as Lots 1, 2, 3 and 6, cannot exceed 4,800 square feet of living space. The houses to be constructed on the lots designated on **Exhibit A** as Lots 5 and 7, each of which are greater than one acre, cannot exceed 5,800 square feet of living space. Living space does not include basements, garages, enclosed or open porches, patios or loft areas. Loft areas shall mean and be construed as upper areas of rooms where the distance between the floor and ceiling of the room is greater than ten (10) feet. Loft areas do not include indoor balconies, walkways or other interior areas with floors that are intended to function as living space.

2. All garages shall be no greater in size than a standard three car garage.

3. The front of each of the houses to be built of the lots designated on **Exhibit A** as Lots 1 and 2 shall face Buchanan Road.

4. The house to be constructed on the lot designated on **Exhibit A** as Lot 1 will not exceed 25 feet in height, excluding basement, for a horizontal distance of at least 18 feet for the portion of the structure nearest the Ehrhardt property line. Said height limitation shall be measured from the first floor elevation. Developer shall also maintain a side yard setback of 30 feet from the Ehrhardt property for the house on Lot 1. No house constructed on lots 1, 2, 3, 5, 6 or 7 shall be greater than two stories high, excluding basement, or exceed a height of 35 feet, said height being measured from the first floor elevation.

5. In constructing the foundation for houses on the property, currently existing grades shall not be increased more than five (5) feet, with the exception of the house to be constructed on Lot 6 as designated on **Exhibit A**, which shall not be subject to the limitation as imposed in this paragraph.

B. Developer shall construct the driveway for the house on Lot 7 as designated on **Exhibit A** in a position that mitigates vehicle headlights shining directly into the homes located on 108 and 110 Woodbrook Lane.

VI. Restrictive Covenants

A. The Developer will create and cause to be recorded by deed or by separately recorded covenant and/or instrument restrictive covenants consistent with the terms of this Agreement, which will govern alterations and modifications to any structures, post original construction and sale, so as to maintain the intention of the parties to this Agreement with regard to the size and configuration of the houses/structures which are constructed on each of the lots.

The covenant shall expressly grant the right to enforce the terms contained therein to the Community, its heirs, personal representatives, successors or assigns.

B. An Architectural Review Committee, will be created which shall review and be the final approval authority with regard to the design and access of each of the houses/structures which will be constructed on Lots 1, 2, 5, 6 and 7, and the present and future renovations of each of the houses built on each of the lots identified in **Exhibit A.** The Architectural Review Committee will be comprised of no less than three members but not more than five members, of which one member will be Melvin Benhoff, as the representative of Developer. For a period of five years from the date of this Agreement or upon Mr. Benhoff's resignation from the Committee, whichever shall first occur, a replacement shall be selected by the other members of the Architectural Review Committee with the proviso that at all times thereafter, the owners of any of the lots on the property shall be afforded the first opportunity to fill one position on the Committee. All of the remaining members of the Committee shall be selected by the Community.

C. Restrictive covenants relating to the Property, are attached hereto as **Exhibit G.**

VII. Conditions Precedent

A. The terms of this Agreement are contingent upon the final, unappealable, administrative approval of the seven (7) lots identified and described in **Exhibit A**, to include a Minor Subdivision Plan, Lot Line Adjustments, Final Development Plan and Record Plat. The Developer agrees to use its best efforts to obtain such approvals.

B. The terms of this Agreement are contingent upon the Community providing public written and verbal support for the approval of the Developer's plans to develop the Property into seven (7) lots as provided in this Agreement.

VIII. Miscellaneous

A. Upon execution of this Agreement, the Community or any member(s) thereof shall waive their rights to contest or appeal any issues regarding the Developer's proposed development of the Property as referenced herein. Developer shall enter this Agreement into the official record of the proposed development. Upon final approval of the development, a note referencing this Agreement shall be placed upon the final plat. Said reference shall include the Case File Number and shall be made available to the public as part of the public record. This Agreement shall be recorded among the Land Records of Baltimore County by the Developer who shall bear the costs thereof. Notwithstanding, the Community or any member(s) thereof may reserve the right to continue their personal appearance during any legal process if the proposed plan changes in any material manner such that its approval would be contrary to this Agreement. Such appearance shall not be considered a breach of this Agreement.

B. If the Community or any member(s) thereof or its heirs, personal representatives, successors or assigns, is required to institute legal action against Developer or any of Developer's successors or assigns, including the future owners of houses constructed on the Property, to enforce any one or more terms of this Agreement or the Restrictive Covenants as contained in **Exhibit G,** and is successful in such action (whether by judgment or by settlement) in obtaining enforcement of the Agreement, the Community shall be entitled to recover reasonable attorneys' fees, expenses and court costs of the action from the

person and/or entity against whom enforcement is obtained. However, as a prerequisite to the recovery of reasonable attorneys' fees, expenses and costs under this paragraph, the person or entity seeking enforcement shall serve the alleged violator of the Agreement with written notice of the violation, and only if the alleged violator has failed to remedy or to make substantial progress toward remedying the violation within thirty (30) days after notice is given may legal action be instituted. Notice shall be given by first class mail or hand delivery and shall be deemed to have been given by first class mail when deposited with the United States Postal Service for delivery.

C. This Agreement may not be modified except by the written agreement of the parties hereto, and/or their successors or assigns.

D. This Agreement shall run with the land and shall be binding upon the parties hereto, their heirs, personal representatives, successors and/or assigns as if they were original signatories hereto. The Property shall be maintained in accordance with any approved plans. No building, grading or other work shall be performed to materially alter or cause non-compliance with any approved plans except in accordance with the terms and conditions as specified in **Exhibit G.**

E. This Agreement contains the full and complete agreement of the parties hereto and no oral agreements, past, present or future shall be effective or binding against the parties unless the same shall be reduced to writing and executed in the same manner as this Agreement.

F. This Agreement shall be construed, interpreted and enforced according to the laws of the State of Maryland. Should any provision of this Agreement require judicial interpretation, it is agreed that the court in interpreting or construing the same shall not apply a presumption that the terms of any provision of the Agreement shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed most strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties hereto have participated in the preparation of this Agreement.

G. This Agreement shall not be construed as granting and/or creating any easements, licenses or any other rights, including any rights of trespass, create any riparian rights or create any rights to cause damage, harm or loss or interference with the rights of the owners of property which adjoin and/or are adjacent to the Property to the use and quiet enjoyment of their property.

H. If any term or provision in this Agreement is determined to be invalid by a court, only such term or provision shall be deemed unenforceable and the remaining terms and provisions of this Agreement shall remain in full force and effect and shall be enforceable to the fullest extent of the law.

I. This Agreement may be executed in counterparts provided originals are circulated in the ordinary course of business.

WHEREFORE, the parties execute this Agreement as of the day and year first above written.

WITNESS:

WOODBROOK, LLC

Melvin C. Benhoff, Jr., President

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 13th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Melvin C. Benhoff, Jr., individually, known to me (or satisfactorily proven) to be the persons whose name is referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 8/1/07

A LIST OF THE WOODBROOK COMMUNITY MEMBERS WHO HAVE EXECUTED THE AGREEMENT:

Kendall S. and Steven A. Allen
7 Buchanan Road
Baltimore, Maryland 21212

Margie W. and Bruce E. Beacham
108 Woodbrook Lane
Baltimore, Maryland 21212

Joyce and Edward W. Brown, Jr.
25 Woodbrook Lane
Baltimore, Maryland 21212

Linda W. and Mark M. Caplan
6 Meadow Road
Baltimore, Maryland 21212

Marie R. and Frank Cappiello
19 Buchanan Road
Baltimore, Maryland 21212

Saralynn T. Clark
110 Woodbrook Lane
Baltimore, Maryland 21212

Cynthia E. and Bryson L. Cook
201 Woodbrook Lane
Baltimore, Maryland 21212

Caroline B. and Dyson P. Ehrhardt
101 Estes Road
Baltimore, Maryland 21212

Pat and Henry R. Elsnic
21 Buchanan Road
Baltimore, Maryland 21212

Eleanor G. and Richard T. Hale
205 Woodbrook Lane
Baltimore, Maryland 21212

Mary Carol and John J. Jeppi
9 Buchanan Road
Baltimore, Maryland 21212

Elizabeth L. and Harrison Jones
12 Meadow Road
Baltimore, Maryland 21212

Elizabeth and Edwin J. Insley
22 Buchanan Road
Baltimore, Maryland 21212

Mary and Diane Markakis
24 Woodbrook Lane
Baltimore, Maryland 21212

Cecily and Bruce Matthai
221 Woodbrook Lane
Baltimore, Maryland 21212

R. Taylor McLean
102 West Pennsylvania Avenue, Suite 600
Towson, Maryland 21204

Sayra and Neil A. Meyerhoff
9 Meadow Road
Baltimore, Maryland 21212

Beverly P. and John W. H. Michel
211 Woodbrook Lane
Baltimore, Maryland 21212

Page W. and J. Michael Miller, III
13 Buchanan Road
Baltimore, Maryland 21212

Lucy and Hugh Mohler
23 Buchanan Road
Baltimore, Maryland 21212

Mindy Mintz Mordecai and John W. Mordecai
20 Buchanan Road
Baltimore, Maryland 21212

Elizabeth Morgan
3 Buchanan Road
Baltimore, Maryland 21212

Ellen and Michael S. Murphy, M.D.
15 Buchanan Road
Baltimore, Maryland 21212

Rebecca and Robert F. Scholz
17 Buchanan Road
Baltimore, Maryland 21212

Joan L. and Karl H. Silex
18 Buchanan Road
Baltimore, Maryland 21212

Sheri Slezak, M.D.
24 Buchanan Road
Baltimore, Maryland 21212

Tina T. and Thomas B. Smyth, M.D.
5 Buchanan Road
Baltimore, Maryland 21212

Jane and James D. Stone
102 Estes Road
Baltimore, Maryland 21212

Karen and Paul M. Winicki
120 Woodbrook Lane
Baltimore, Maryland 21212

Celia Bassich-Zeren and Karl J. Zeren, D.D.S.
25 Buchanan Road
Baltimore, Maryland 21212

Kendall S. Allen

Steven A. Allen

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Kendall S. Allen and Steven A. Allen, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: _____

Linda L. Zorn, Notary Public
Baltimore County
State of Maryland
My Commission Expires Jan. 1, 2008

Margaret W Beacham

Margie W. Beacham

Bruce E. Beacham

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 6th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Margie W. Beacham and Bruce E. Beacham, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

LORRAINE F. FREEDMAN
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Exps. Oct. 01, 2006

Lorraine F. Freedman
Notary Public

My Commission expires: 10/1/2006

Joyce Brown

Joyce Brown

Edward W. Brown, Jr.

Edward W. Brown, Jr.

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 6th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Joyce Brown and Edward W. Brown, Jr., individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Linda Rosatelli

Notary Public

My Commission expires: 11/27/06

LINDA L. ROSATELLI
NOTARY PUBLIC
HARFORD CO., MD

LINDA L. ROSATELLI
Notary Public, State of Maryland
County of Harford
My Commission Expires November 27, 2006

Linda W. Caplan

Mark M. Caplan

CNY State of Maryland
~~County~~ of Baltimore

I HEREBY CERTIFY, that on the 6th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Linda W. Caplan and Mark M. Caplan, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 5/1/04

Marie R. Cappiello
Marie R. Cappiello

Frank Cappiello
Frank Cappiello

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 30th day of March, 2004, before me, a Notary Public of the State of Maryland, personally appeared Marie R. Cappiello and Frank Cappiello, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

_____
Notary Public

My Commission expires: _____

Saralynn T. Clark

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 6 day of April, 2004, before me, a Notary Public of the State of ~~Maryland~~ CALIFORNIA, personally appeared Saralynn T. Clark, ~~individually, known to me~~ (or satisfactorily proven) to be the person whose name is referred to the within instrument, who acknowledges that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 24 MAY 2007

TONY MAKKAR
Commission # 1420046
Notary Public - California
Los Angeles County
My Comm. Expires May 24, 2007

Cynthia E. Cook

Cynthia E. Cook

Bryson L. Cook

Bryson L. Cook

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 5TH day of APRIL, 2004, before me, a Notary Public of the State of Maryland, personally appeared Cynthia E. Cook and Bryson L. Cook, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

CHRISTINE GILBERT
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

Christine Gilbert
Notary Public CHRISTINE GILBERT

My Commission expires: NOV. 1, 2004

Caroline B. Ehrhardt
Caroline B. Ehrhardt

Dyson P. Ehrhardt
Dyson P. Ehrhardt

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 6th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Caroline B. Ehrhardt and Dyson P. Ehrhardt, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

William W. Phelps
Notary Public
William W. Phelps

My Commission expires: 7/1/07

Pat Elsnic

Pat Elsnic

Henry R Elsnic

Henry R. Elsnic

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Pat Elsnic and Henry R. Elsnic, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Mary F. Loyny

Notary Public

My Commission expires: 5/8/07

Eleanor G. Hale

Richard T. Hale

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8 day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Eleanor G. Hale and Richard T. Hale, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: My Commission Expires September 15, 2013

Elizabeth M. Insley
Elizabeth M. Insley

Edwin J. Insley
Edwin J. Insley

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 1st day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Elizabeth M. Insley and Edwin J. Insley, individually, known to me (or satisfactorily proven) to be the person whose names are referred to within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Christine Hammann
Notary Public

My Commission expires: 7/1/07

Mary Carol Jeppi

John J. Jeppi

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 30th day of March, 2004, before me, a Notary Public of the State of Maryland, personally appeared Mary Carol Jeppi and John J. Jeppi, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 8/12/07

Elizabeth L. Jones

Harrison Jones

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 9th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Elizabeth L. Jones and Harrison Jones, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 5/8/07

Mary Markakis
Mary Markakis

Diane Markakis
Diane Markakis

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 9th day of June, 2004, before me, a Notary Public of the State of Maryland, personally appeared Mary Markakis and Diane Markakis, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Carole L. Taylor
Notary Public

My Commission expires: 8/15/04

SUBSCRIBED AND SWORN TO BEFORE ME, IN MY PRESENCE, THIS 9th DAY OF June, 2004,
A NOTARY PUBLIC IN AND FOR THE STATE OF MARYLAND.
CAROLE L. TAYLOR
MY COMMISSION EXPIRES AUGUST 15, 2004

Cecily Matthai

Bruce Matthai

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Cecily Matthai and Bruce Matthai, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Linda Agne
Notary Public

My Commission expires: 8/1/07

R. Taylor McLean

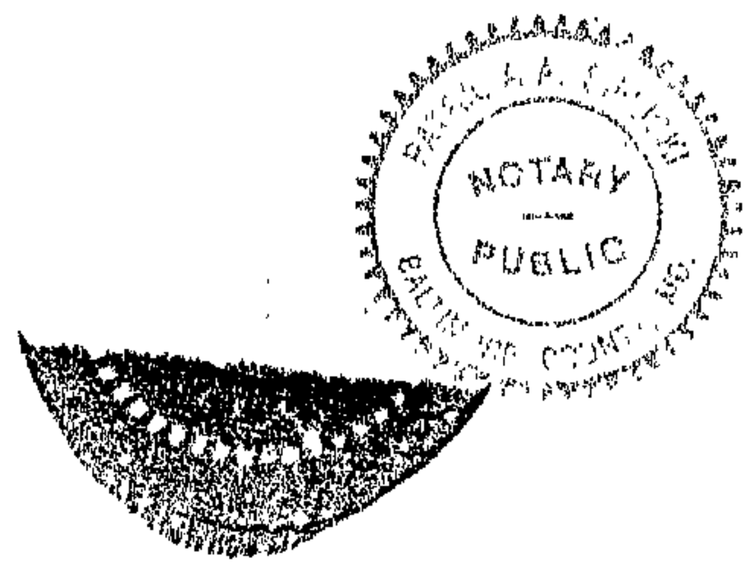
State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 5th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared R. Taylor McLean, , individually, known to me (or satisfactorily proven) to be the person whose name is referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Patricia A. Sulecki
Notary Public

My Commission expires: 11-1-06



Sayra Meyerhoff

Neil A. Meyerhoff

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 31st day of March, 2004, before me, a Notary Public of the State of Maryland, personally appeared Sayra Meyerhoff and Neil A. Meyerhoff, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 5/8/07

Beverly P. Michel
Beverly P. Michel

John W.H. Michel
John W.H. Michel

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 1st day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Beverly P. Michel and John W.H. Michel, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Lois H. Warren
Notary Public

My Commission expires: 8/31/04

Lucy Mohler

Hugh Mohler

State of Maryland
County of ~~Baltimore~~ HARFORD

I HEREBY CERTIFY, that on the 12TH day of APRIL, 2004, before me, a Notary Public of the State of Maryland, personally appeared Lucy Mohler and Hugh Mohler, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

KELLY D. HUPFELD NOTARY PUBLIC HARFORD COUNTY, MD.

Notary Public

My Commission expires: 1/1/05

Mindy Mintz Mordecai

John M. Mordecai

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 9TH day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Mindy Mintz Mondecai and John M. Mordecai, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Sharon Krauss
Notary Public

My Commission expires: 10/20/04

SHARON KRAUSS
Notary Public, State of Maryland
Carroll County
My Commission Expires: Oct . 20, 2004

Elizabeth Morgan

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8TH day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Elizabeth Morgan, individually, known to me (or satisfactorily proven) to be the person whose name is referred to the within instrument, who acknowledges that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 5/8/07

Ellen M. Murphy

Michael S. Murphy, M.D.

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 1 day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Ellen M. Murphy and Michael S. Murphy, M.D., individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

THOMAS L. HADDAWAY NOTARY PUBLIC MY COMMISSION EXPIRES ON 03/26/2005 HARFORD CO. MD.

Notary Public

My Commission expires:

Page W. Miller
Page W. Miller

J. Michael Miller, III

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 30 day of March, 2004, before me, a Notary Public of the State of Maryland, personally appeared Page W. Miller and J. Michael Miller, III, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Maria C. Morales
Notary Public

My Commission expires: _____

MARIA C. MORALES
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires June 1, 2006

Rebecca B Scholz
Rebecca Scholz

Robert F. Scholz
Robert F. Scholz

State of Maryland
~~County~~ City of Baltimore

I HEREBY CERTIFY, that on the 8 day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Rebecca Scholz and Robert F. Scholz, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Michele L. Satchell
Notary Public

My Commission expires: 10/1/2007

Joan L. Silex
Joan L. Silex

Karl H. Silex
Karl H. Silex

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 5th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Joan L. Silex and Karl H. Silex, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

M. F. STROMYER NOTARY PUBLIC BALTIMORE COUNTY, MD

M F Stromyer
Notary Public
8122 Kirkwall Court
Baltimore, MD 21286

My Commission expires: August 1, 2007

Sheri Slezak, M.D.

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Sheri Slezak, M.D., individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

JUDITH ANN KING
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires July 11, 2005

Notary Public

My Commission expires: _____

Tina T. Smyth

Thomas B. Smyth, M.D.

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 6th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Tina T. Smith and Thomas B. Smyth, M.D., individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Nancy L Wehner
Notary Public

My Commission expires: 7-1-2004

Jane Stone

James D. Stone

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 7th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Jane Stone and James D. Stone, individually, known to me (or satisfactorily proven) to be the persons whose name are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Betty L. Hamill
Notary Public

My Commission expires: 3-1-05

Karen Winicki

Paul M. Winicki

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 6th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Karen Winicki and Paul M. Winicki, individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Meena Fields
Notary Public

My Commission expires: Nov 1st 2006

Celia Bassich-Zeren

Celia Bassich-Zeren

Karl J. Zeren, D.D.S.

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 7th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Celia Bassich-Zeren and Karl J. Zeren, D.D.S., individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Diane C. Frommeyer
Notary Public

My Commission expires: 6/1/2007

Celia Bassich-Zeren

Karl J. Zeren, D.D.S.

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 7th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Celia Bassich-Zeren and Karl J. Zeren, D.D.S., individually, known to me (or satisfactorily proven) to be the person whose names are referred to the within instrument, who acknowledges that he/she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 10/25/07

LIST OF EXHIBITS

Exhibit A	Plan of Development
Exhibit B	Minor Subdivision Plan
Exhibit C	Stormwater Management Plan
Exhibit D	List of Trees
Exhibit E	Standard Fence Details
Exhibit F	Standard Landscaping Specification
Exhibit G	Restrictive Covenants
Exhibit H	Storm Drain Plan – Buchanan Road

"SPOTSWOOD"
7-LOT LAYOUT
FEB. 17, 2004 SCALE: 1"=60'

KCW Engineering Technologies, Inc.
3105 Lord Baltimore Drive, Suite 110
Baltimore, Maryland 21244
Tele (410) 281-0033
Fax (410) 281-1065
www.KCW-ET.com

KCW ENGINEERING TECHNOLOGIES

WOODBROOK LANE

BUCHANAN ROAD

PROP. ROAD

PRIVATE ROAD

PRIVATE ROAD

ESTES ROAD

BUCHANAN ROAD

EX. STONE HOUSE (UNDER CONSTRUCTION)

EX. HOUSE

3
AREA=21,000± S.F.

2
AREA=27,500± S.F.

1
AREA=27,500± S.F.

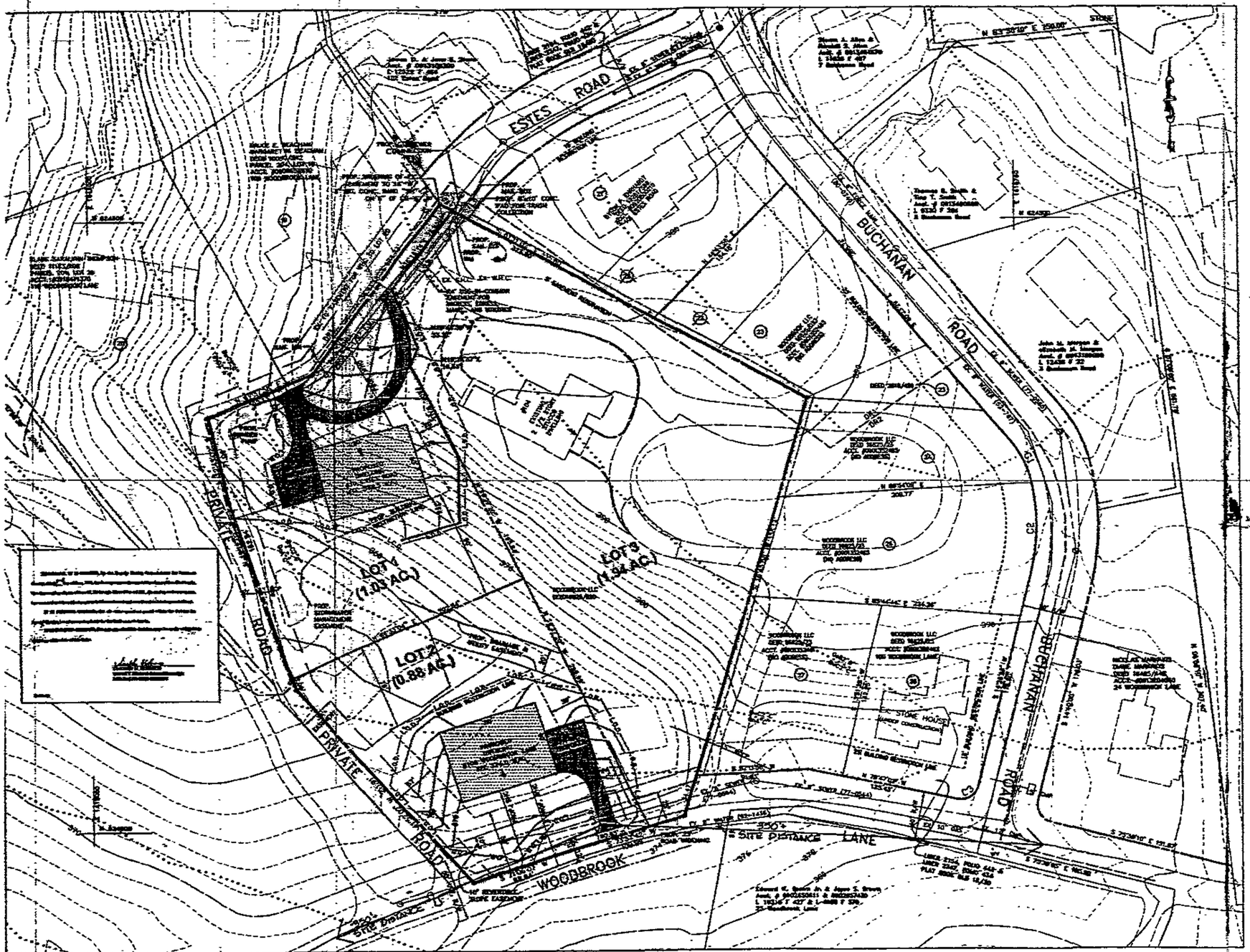
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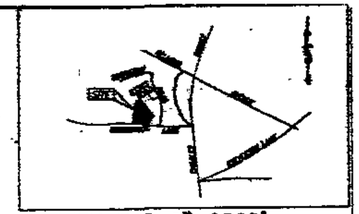
6
AREA=34,400± S.F.

7
AREA=45,000± S.F.

4
AREA=54,000± S.F.

CREATE a 3' BERM or HIGHER as necessary





VICINITY MAP 1"=2000'

GENERAL NOTES

1. TOTAL GROSS AREA OF TRACT 3.7 ACRES
2. TOTAL NET AREA OF TRACT 3.7 ACRES
3. EXISTING ZONING
4. DENSITY CALCULATIONS:
   SINGLE FAMILY DWELLING ALLOWED=3
   SINGLE FAMILY DWELLINGS PROPOSED=3
5. OWNER – WOODBROOK LLC
   215 OLD PADONIA ROAD, COCKEYSVILLE, MD 21030
   (410)252-0007
6. TAX ACCOUNT NO. 04-0000
7. PLAT REFERENCE E.J.E. 59, FOLIO 39
8. DEED REFERENCE 19855/320
9. TAX MAP 29 GRID 20 PARCEL – 165
10. CENSUS TRACT – 4065
11. REGIONAL PLANNING DISTRICT – 314
12. SCHOOL DISTRICTS:
    SUDBROOK PARK ELEMENTARY
    DUMBARTON MIDDLE SCHOOL
    TOWSON SENIOR HIGH
    WATERSHED – JONES FALLS
13. SUBDIVISIONS – 34
14. SEWER CONNECTION FOR LOT 1 WILL REQUIRE A GRAVITY MAIN EXTENSION TO THE SEWER SERVICE AREA FOR SPECIAL USES MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS.
15. THE PROPOSED SEWER EXTENSION HAS BEEN DIRECTED BY THE BALTIMORE COUNTY DEPARTMENT OF PUBLIC WORKS.
16. THE DEVELOPER'S ENGINEER HAS CONFIRMED THAT NO PART OF THE SEWER AREA OF THIS PROPOSED DEVELOPMENT IS WITHIN THE 100 YEAR FLOOD PLAIN, STEEPSLOPES OR WETLANDS AS DEFINED BY THE STATE AND THE COUNTY.
17. THE DEVELOPER AGREES TO ADD THE FOLLOWING NOTE TO ALL DEEDS:
    "PURCHASER IS HEREBY NOTIFIED THAT THE LOT IS LOCATED WITHIN 1000 FEET OF AGRICULTURAL USE AND MAY BE AFFECTED BY NORMAL FARM OPERATIONS."
18. THE PROPERTY IS LOCATED IN THE CHESAPEAKE BAY CRITICAL AREA.
19. THE 100 YEARS OF LOT 1 IS FLOODED AND WILL NOT BE USED AS
20. THERE ARE NO HISTORIC STRUCTURES ON THE SUBJECT PROPERTY.
21. SPRING ANCHOR = 350' SITE DISTANCE, LOT 2, WOODBROOK LANE.
22. THERE ARE NO EXISTING WELLS TO BE FIELD LOCATED.
23. THE DEVELOPER AGREES TO ADD THE FOLLOWING NOTE TO ALL DEEDS:
    "PURCHASER IS HEREBY NOTIFIED THAT THE LOT IS LOCATED WITHIN 1000 FEET OF AGRICULTURAL USE AND MAY BE AFFECTED BY NORMAL FARM OPERATIONS."
24. STORMWATER MANAGEMENT – A WAIVER HAS BEEN APPROVED FOR STORMWATER MANAGEMENT QUANTITY CONTROL PER DEPT. OF PUBLIC WORKS.
25. ALL CONSTRUCTION DRAWINGS AND CONSTRUCTION FOR PUBLIC USE SHALL CONFORM WITH BALTIMORE COUNTY STANDARDS AND SPECIFICATIONS AND DESIGNS FOR CONSTRUCTION.
26. A PUBLIC WAIVER PETITION WAS GRANTED TO ALLOW USE OF PRIVATE ROAD FOR ACCESS TO LOT 1.
27. THE DEVELOPER AGREES TO ADD THE FOLLOWING NOTE TO ALL DEEDS:
    "PURCHASER IS HEREBY NOTIFIED THAT THE LOT IS LOCATED WITHIN 1000 FEET OF AGRICULTURAL USE AND MAY BE AFFECTED BY NORMAL FARM OPERATIONS."
28. THE DEVELOPER AGREES TO ADD THE FOLLOWING NOTE TO ALL DEEDS:
    "PURCHASER IS HEREBY NOTIFIED THAT THE LOT IS LOCATED WITHIN 1000 FEET OF AGRICULTURAL USE AND MAY BE AFFECTED BY NORMAL FARM OPERATIONS."
29. THE DEVELOPER AGREES TO ADD THE FOLLOWING NOTE TO ALL DEEDS:
    "PURCHASER IS HEREBY NOTIFIED THAT THE LOT IS LOCATED WITHIN 1000 FEET OF AGRICULTURAL USE AND MAY BE AFFECTED BY NORMAL FARM OPERATIONS."
30. A PUBLIC WAIVER PETITION WAS GRANTED TO ALLOW USE OF PRIVATE ROAD FOR ACCESS TO LOT 1.
31. THE DEVELOPER AGREES TO ADD THE FOLLOWING NOTE TO ALL DEEDS:
    "PURCHASER IS HEREBY NOTIFIED THAT THE LOT IS LOCATED WITHIN 1000 FEET OF AGRICULTURAL USE AND MAY BE AFFECTED BY NORMAL FARM OPERATIONS."
32. THE DEVELOPER AGREES TO ADD THE FOLLOWING NOTE TO ALL DEEDS:
    "PURCHASER IS HEREBY NOTIFIED THAT THE LOT IS LOCATED WITHIN 1000 FEET OF AGRICULTURAL USE AND MAY BE AFFECTED BY NORMAL FARM OPERATIONS."
33. THE DEVELOPER AGREES TO ADD THE FOLLOWING NOTE TO ALL DEEDS:
    "PURCHASER IS HEREBY NOTIFIED THAT THE LOT IS LOCATED WITHIN 1000 FEET OF AGRICULTURAL USE AND MAY BE AFFECTED BY NORMAL FARM OPERATIONS."

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT I HAVE REVIEWED WITH DOE BUSINESS, INC. AGENCY COMMENTS DATED 1/20/04 AND HAVE PREPARED WITH DOE BUSINESS, THIS MINOR SUBDIVISION PLAN PURSUANT TO THE AGENCY COMMENTS.

Engineer's Signature — 22058 MD License No.

Date — 2/11/04

BALTIMORE COUNTY MINOR SUBDIVISION
PROJECT NO.
DEVELOPMENT REGULATIONS
Zoning Case Number 2
Preliminary Hearings Date(s) Section 26-166 and 26-168, BCC
FDR CERTIFICATION
Approved — Disapproved
By — Date
APPROVED DCPZM
By — Date

HORIZONTAL DATUM	NAD 83/91
VERTICAL DATUM	NAD 88

BALTIMORE CO. PROJECT 6000SM

MINOR SUBDIVISION PLAN

SPOTSWOOD

104 WOODBROOK LANE

ELECTION DISTRICT 9, C – 4 — BALTIMORE COUNTY, MARYLAND

KCW Engineering Technologies, Inc.
3106 Lord Baltimore Drive, Suite 110
Baltimore, Maryland 21244
Tele (410) 281-0033
Fax (410) 281-1065

OWNER/DEVELOPER:
WOODBROOK LLC
MELVIN C. BENHOFF JR.
215 OLD PADONIA RD.
COCKEYSVILLE, MD 21030
410-252-0007

REVISIONS	
DATE	DESCRIPTION

KCW J.O.:	2030192
SCALE:	1" = 40'
DESIGNED:	SK
DRAWN:	SK
CHECKED:	MSH
DATE:	FEBRUARY 10, 2004

SPOTSWOOD

STORMWATER MANAGEMENT

REPORT

September 25, 2003

PREPARED BY:

KCW ENGINEERING TECHNOLOGIES

KCW Engineering Technologies, Inc.
3106 Lord Baltimore Drive, Ste. 110
Baltimore, Maryland 21244
Tele (410) 281-0033
Fax (410) 281-1065
www.kcw-et.com

STORMWATER MANAGEMENT REPORT
SPOTSWOOD
BALTIMORE, MARYLAND

INTRODUCTION

Site Layout. The site known as "Spotswood" is located north of Woodbrook Lane in the Ruxton neighborhood of Baltimore County (Exhibit 1). The property is approximately 6.0 acres. It is proposed to adjust the existing property lines to create 7 single-family building lots. An existing historic house called "Spotswood" located on the north side of the property will remain on lot 4 after this adjustment. Another existing house is under construction on lot 3, which is located on the southeast corner of the site. The net result will be the construction of additional 5 new houses around the existing historic house.

Access. The site is bounded by Woodbrook Lane to the south, Buchanan Road to the east, Estes Road to the north, and a private driveway to the west. An existing driveway loops around within the property, and connects with Woodbrook Lane and Estes Road. All proposed houses will obtain access from Woodbrook Lane and Buchanan Road except Lot #7, which will obtain access from the private driveway on the western side of the property.

Drainage. The majority of the site drains westerly through an existing grass swale to an existing 15" RCCP culvert under a private road on the western boundary of the site. A small area in the northeastern portion of the property drains toward the existing house on the corner of Estes and Buchanan Road. There is a public storm drain system In Buchanan Road that eventually discharge to a stream near the end of Buchanan Road.

Land Use. The majority of the site is zoned DR-1, except the northeast corner of the property, which is zoned DR-2. The adjoining properties to the south and west of the site are zoned DR-1, and to the east and north, are zoned DR-2.

METHODOLOGIES

A 100-year Waterway Study was conducted by Richard Truelove P.E. Inc. and accepted by Baltimore County in June 2003 (The study is attached in Appendix G). In this study, five drainage areas (DA 'A' to 'E') were identified. The aforementioned existing 15" culvert was analyzed to determine the depth of flow overtopping the private road with flow rates generated from the 20 and 100 year storms. To be consistent with the drainage areas identified in this previous study, all drainage areas are similarly named but modified slightly to reflect developed conditions. A new Drainage Area (DA) 'F' was added in this study to analyze the impact to the existing house at the corner of Buchanan Road and Estes Road. The investigation point for drainage area 'F' is on the north side of Lot #1 toward the existing house downstream, and the investigation point for drainage

area 'A' to 'E' is on the western edge of the property at the existing 15" culvert. A Drainage Area map is included in Exhibit 2.

Stormwater management requirements were addressed for the whole site, which included drainage areas 'B', 'E', and 'F'. Table 1 lists the methodology used to address the stormwater management impacts and mitigation measures for each drainage area 'B', 'E', and 'F'. The related computations are attached in the Appendices specified for each item in the table. Exhibit 3 illustrates the various impervious areas within the site for stormwater management purposes.

The total runoff from each drainage area was calculated using TR-55 method. The TR-55 worksheets are attached in Appendix A of this report (DA 'A' to 'F' for existing conditions and DA 'B', 'E', and 'F' for developed conditions).

Table 1 Summary of Stormwater Management Analysis for Spotswood

<table>
<tr><th></th><th>DA 'B'</th><th>DA 'E'</th><th>DA 'F'</th></tr>
<tr><td>WQv</td><td rowspan="2">Offset By Treating /Removing existing impervious area within DA 'B' And 'E' (Appendix B)</td><td rowspan="2">Grass Channel credit (Appendix C)</td><td rowspan="2">Biofiltration Facility on north side of Lot #1 (Appendix D)</td></tr>
<tr><td>Rev</td></tr>
<tr><td>CPv</td><td>Q=2.0 cfs
Not required
(Appendix A)</td><td>See same analysis for Q10 and Q100 below using 1-yr storm data</td><td>Q<2.0 cfs
Not required
(Appendix A)</td></tr>
<tr><td>Q10</td><td colspan="2" rowspan="2">Verify the negligible impact that the post development discharge has on the existing flow conditions for the 10 and 100 year storms @ the existing 15" culvert on the western boundary using HEC-RAS and TR-20. (Appendix E)</td><td rowspan="2">Eliminate impact by Directing water to downstream storm drain system bypassing the ex house
(Appendix F)</td></tr>
<tr><td>Q100</td></tr>
</table>

DA 'B'

Drainage area 'B' includes Lot #2 and Lot #3. As previously discussed, the site will be graded so that the proposed house in Lot #2 will drain to the southwest corner of this area. A storm drain system will be designed to intercept the run-off from the southwest corner of this area to the west of the property, bypassing Drainage Area 'E' and eventually draining to the existing 15" culvert.

As shown in the computation sheet attached in Appendix B, the new impervious area within DA'B' is approximately 9400 sq.ft. For stormwater water quality and recharge requirements, this new impervious area will be offset by treating and/or removing the existing impervious area within drainage area 'B' and drainage area 'E'. Therefore, no

water quality and recharge volumes are required for this area. Detailed computations are attached in Appendix B.

Based on TR-55 computation, the 1-yr run-off of this area is 2.0 cfs. Therefore, channel protection volume is not required for the area.

The run-off from DA'B' will eventually combine with the run-off from drainage area 'A' through 'E', and will drain to the existing 15" culvert. The Overbank Protection and Extreme Flood Protection analysis for DA'B' is combined with that for DA'E', and will be discussed in the next section.

DA 'E'

Drainage Area 'E' contains three new houses on Lot 5-7 and the existing historic house on Lot 4. An existing swale runs through this area, draining westerly towards the existing 15" culvert. This swale has been planted extensively with native trees, shrubs, and plants by Native Design, Inc. thereby creating areas of natural habitat and beauty (see photographs and list of vegetation in Appendix C). The intended purpose of these plantings in this location was to utilize native vegetation within an active drainage path to provide the maximum uptake of nutrients and deposition of sediments to improve the water quality of runoff from the surrounding area. This function directly correlates with the intent of the 2000 MDE Stormwater Management requirements. Based on this correlation it is proposed to leave this area in an undisturbed condition to provide stormwater management recharge and water quality volumes per the grass channel credit in the Maryland Stormwater Design Manual Section 5.5. This channel will be placed in a perpetual easement to protect and maintain the intent of its design.

According to Section 5.5 of Maryland Stormwater Design Manual, use of grass channel will automatically meet the Rev and WQv requirements for impervious areas draining into the channel. The WQv credit is obtained when the maximum flow velocity for run-off from the one-inch rainfall is less than or equal to 1 fps. The channel velocity was calculated using Manning's equation and a Manning's coefficient (n value) of 0.15 was used based on the relationship chart between channel depth and n value (attached in Appendix C) published by Chesapeake Research Consortium in the book named "Design of Stormwater Filtering Systems. The result obtained after iteration indicated that the channel velocity is approximately 1 fps. Therefore the grass channel credit can be applied to this area.

The impact of the proposed development on Channel Protection, Overbank Protection, and Extreme Flood Protection was analyzed by comparing the change in Water Surface Elevation for existing and proposed conditions at the study point. TR-55 spreadsheets were used to calculate run-off curve numbers and time of concentration for each drainage area. Then TR-20 model was used to generate the flow data for the HEC-RAS stream analysis.

Cross-section #5 (see Appendix F) was established at the upstream headwall of the existing 15" culvert. The existing and developed conditions flow data generated by TR-20 for the 1-year, 10-year, and 100-year storms have been routed through this cross-section. The resulting water surface elevations for each condition have been plotted and are shown in Table 2 below.

Table 2 Comparison of Water Surface Elevation for Existing and Developed Conditions

	W.S. ELEVATION (FT.)		
	Existing Condition	Developed Condition	Net Increase
1-yr Storm	354.12	354.18	0.06
10-yr Storm	354.50	354.51	0.01
100-yr Storm	354.64	354.66	0.02

DA 'F'

Drainage Area 'F' includes a new house in the northeastern portion of the property. A biofiltration facility is proposed to meet the water quality and recharge requirments for this area. The computations are based on Maryland Stormwater Design Manual Section 3.4 and are attached in Appendix D.

Based on the results of TR-55 worksheet, the run-off for 1-year storm is less than 2 cfs. Therefore, channel protection volume is not required for this drainage area.

A storm drain system will be extended from the existing public system on Buchanan Road to the proposed biofiltration pond to intercept the run-off from this site. The capacity of the downstream storm drain system has been verified to accommodate flows in developed conditions. The analysis will be further discussed in the following sections and the computations are included in Appendix F.

DESIGN/ANALYSIS

Based on the above discussion, this section will further address the following issues:

- Design of the bio-filtration facility,
- Design of the storm drain system, and
- HEC-RAS Analysis

Bio-Filtration Facility Design

Bio-filtration facility combines open space with stormwater treatment. The advantage of the bio-filtration facility is that it can be designed aesthetically pleasant compared to the other treatment options.

The total impervious area required to be treated in Drainage Area 'F' is approximately 0.1 acres. The required filter bed area is calculated based on the equation provided in Section 3.4.4 of the Maryland Stormwater Design Manual, assuming a 3 ft. deep planting soil bed, and a 12" deep surface ponding area. The results indicated that a minimum area of 560 sq.ft. was required for the filter bed, and 0.32' depth was required for the recharge storage. Detailed computations of the filter bed design are attached in Appendix D.

Storm Drain System Design

Two storm drain systems are proposed; one on the northern portion, the other on the southern portion of the property. The storm drain system design concepts are shown in Exhibit 2. Run-off from each drainage area was calculated using the Rational Method in accordance with Baltimore County Design Manual. The run-off coefficient for some of the drainage areas were obtained from the 100-year Waterway Study approved by Baltimore County. Time of concentration is calculated using the formula in the Design Manual.

As discussed earlier, the storm drain system in the northeastern portion of the property is designed to intercept the run-off from the bio-filtration pond, and connect it with the existing storm drain system along Bachanan Road. The capacity of the existing system has been verified for the 10-yr storm in ultimate conditions. A run-off coefficient of 0.35 was used based on the Baltimore County Design Manual for the DR-2 zoning. The time of concentration is back calculated from a chart found in Bachanan Road storm drain design Construction Drawing Number 52-819, File A-9. The sketch for the existing system and detailed computation and flow tab spreadsheets are attached in Appendix F.

The Hydraulic gradient was calculated for the existing storm drain system using Hydraulic Gradient Program Version 1.1 by John Maple (attached in Appendix F). The results indicated that the capacity of the downstream storm drain system was adequate in the developed conditions.

The proposed storm drain system in the southern portion of the property is designed to intercept run-off from drainage area 'A','B', and 'C' and take them directly to the existing 15", bypassing the grass channel in drainage area 'E'. The flow tabulations for the design computations are attached in Appendix F, and a concept sketch is shown in Exhibit 2.

The 100-year waterway easement showing the water surface along the existing swale is also plotted on Exhibit 2. No grading was proposed within this easement.

HEC-RAS Analysis

The water surface elevation at cross section #5 was computed using HEC-RAS 3.1.1. The geometry file of the previous 100-year Waterway Study (prepared by Truelove) was imported to a new HEC-RAS project file. The updated run-off data from TR-20 model were used for the HEC-RAS analysis.

Based on the HEC-RAS 3.1.1 output, the water surface elevation of 1-year, 10-year and 100-year storms for existing and proposed conditions are summarized in Table 2 (Page 4). As can be seen in Table 2, the increase to the water surface elevation for existing and developed conditions at the existing 15" culvert is insignificant. Therefore it is believed that the proposed development will have minimal impact on adjacent and downstream properties; and the channel protection, overbank flow protection, and extreme flood protection are not necessary for these drainage areas.

CONCLUSION

Based on the above analysis, the following conclusions are made:

1. It is concluded that Channel Protection is not necessary for Drainage Area 'B' and Drainage Area 'F'.

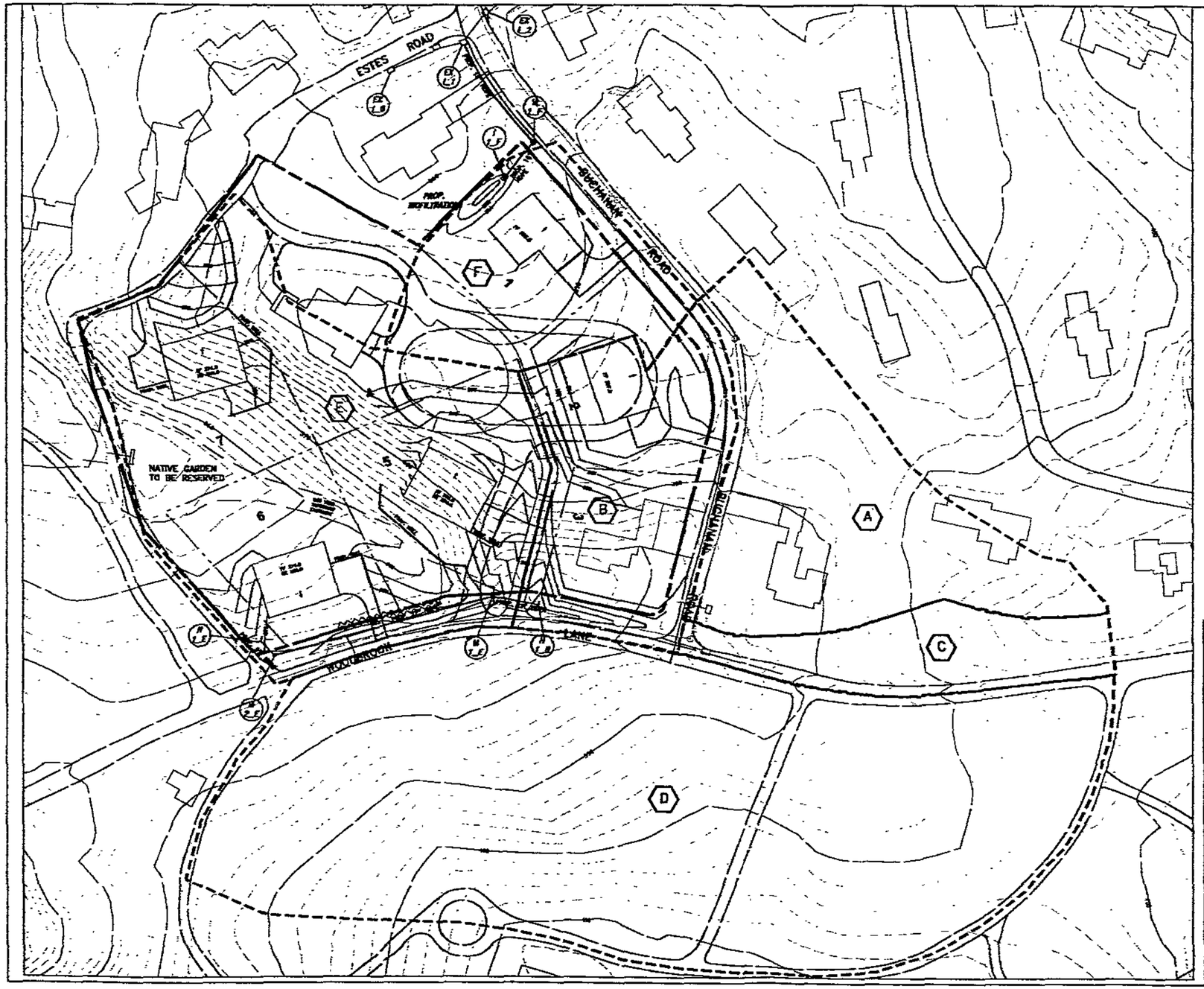
2. It is concluded that by treating / removing existing impervious area within drainage area 'B' and 'E', the water quality and recharge requirements for drainage area 'B' are satisfied.

3. It is concluded that the grass channel credit can be applied to Drainage Area 'E' to satisfy Stormwater Management water quality and recharge requirements.

4. Based on the HEC-RAS analysis, the changes in water surface elevation at the existing 15" culvert between existing and developed conditions are considered insignificant for all storm events analyzed (1-yr, 10-yr, and 100-yr). Therefore, a variance under Section 14-155 (d) (1) of Article V of the Baltimore County Code can be applied for Stormwater Management Overbank Protection and Extreme Flood Protection requirements for Drainage Area 'B' and 'E', and channel protection requirement for Drainage Area 'E'.

5. A Bio-filtration Facility is proposed on the northern portion of the property to satisfy Stormwater Management water quality and recharge requirements for Drainage Area 'F'.

6. It is proposed that the existing storm drain system north of the property be extended to the bio-filtration facility to intercept run-off from the site. This system has been analyzed and determined to be adequate to convey this discharge.



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Tele (410) 281-0033
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www.KCW-ET.com

ENGINEERING TECHNOLOGIES

OWNER/DEVELOPER:
WOODBROOK LLC
215 OLD PADONIA ROAD
COCKEYSVILLE, MD 21030
Attn: MELVIN C. BENHOFF JR.
Tele: (410) 252-0007

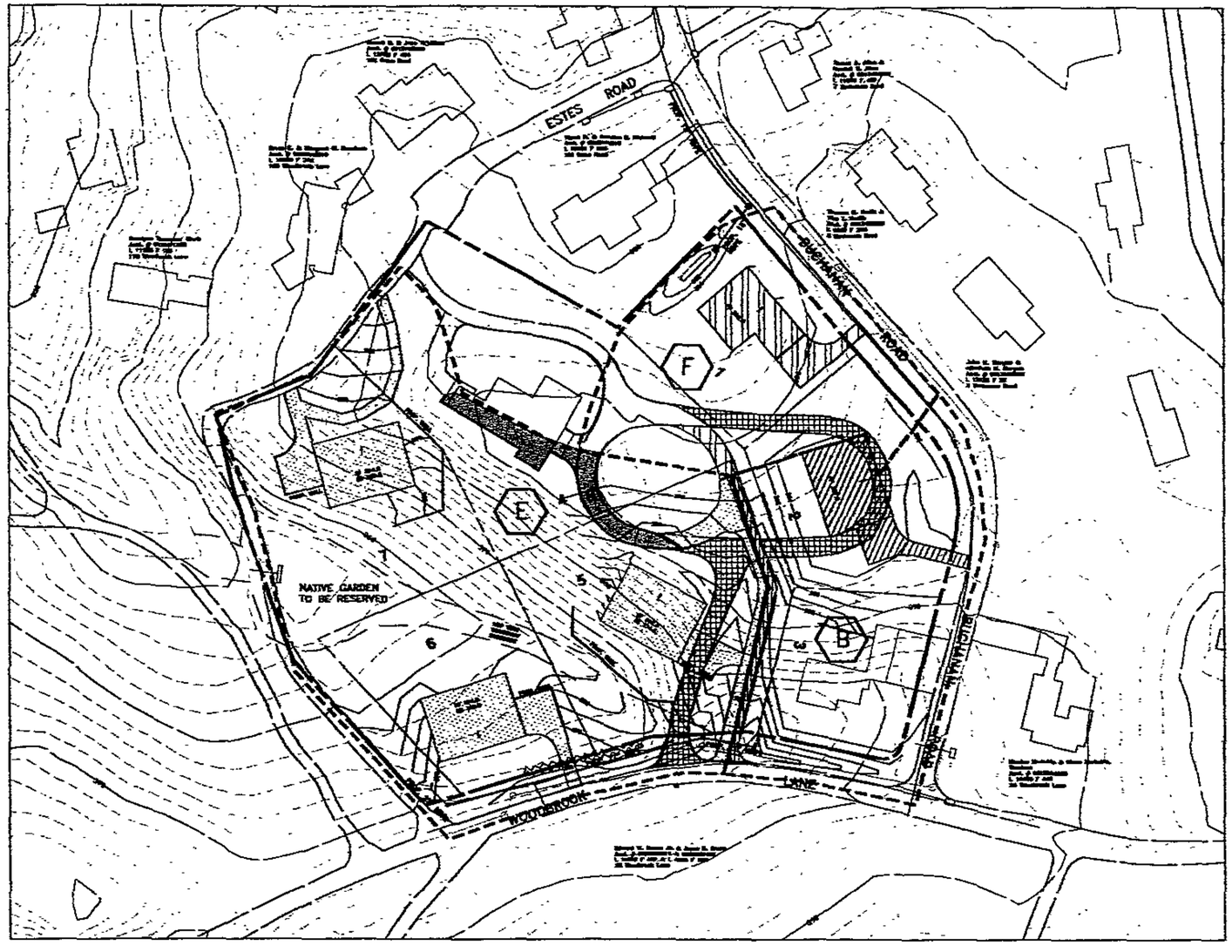
KCW J.O.: 20030182
SCALE 1" = 100'
DESIGNED: SJK
DRAWN: SJK
CHECKED:
DATE: SEPTEMBER 3, 2003
DRAWING NO.

EXHIBIT 2: DRAINAGE AREA MAP

SPOTSWOOD

104 WOODBROOK LANE

BALTIMORE COUNTY, MARYLAND ELECTION DISTRICT 9 COCKEYSVILLE



LEGEND

- PROP. IMPERVIOUS AREA TO BE *TREATED BY GRASS CHANNEL* (23,700 SQ.FT.)
- PROP. IMPERVIOUS AREA TO BE TREATED BY BIOFILTRATION (8,300 SQ.FT.)
- PROP. IMPERVIOUS AREA (BYPASS THE GRASS CHANNEL) TO BE TRADED OFF BY A *COMBINATION OF TREATING AND* REMOVING EX. IMPERVIOUS AREA (9,400 SQ.FT.)
- *EX. IMPERVIOUS AREA TO BE* REMOVED (2600+5,000+2800= 10,400 SQ.FT.)
- EX. IMPERVIOUS AREA TO BE *TREATED BY GRASS CHANNEL* (4,400 SQ.FT.)
- EX IMPERVIOUS AREA TO BE TREATED BY BIOFILTRATION (3,200 SQ.FT.)
- (F) DRAINAGE AREA LABEL
- SITE BOUNDARY
- DRAINAGE AREA BOUNDARY

EXHIBIT 3
STORM WATER MANAGEMENT STUDY

KCW Engineering Technologies, Inc.
3105 Lord Baltimore Drive, Suite 110
Baltimore, Maryland 21244
Tele (410) 281-9033
Fax (410) 281-9065
www.KCW-ET.com
ENGINEERING TECHNOLOGIES

OWNER/DEVELOPER
WOODBROOK LLC
215 OLD PADONIA ROAD
COCKEYSVILLE, MD 21030
Attn: MELVIN C. BENHOFF JR.
Tele: (410) 252-0007

REVISIONS	
DATE	DESCRIPTION

KCW J.O.: 2030902
SCALE: 1" = 100'
DESIGNED: SK
DRAWN: SK
CHECKED:
DATE: SEPTEMBER 3, 2003
DRAWING NO.

SPOTSWOOD

104 WOODBROOK LANE

BALTIMORE COUNTY, MARYLAND ELECTION DISTRICT 8 COUNCILMANIC

ESTES ROAD

PRIVATE ROAD

BUCHANAN ROAD

PROP. ROAD

BUCHANAN ROAD

WOODBROOK LANE

1
AREA=27,500± S.F.

2
AREA=27,500± S.F.

3
AREA=21,000± S.F.
EX. STONE HOUSE (UNDER CONSTRUCTION)

4
AREA=54,000±

5
AREA=42,500± S.F.

6
AREA=34,400± S.F.

7
AREA=45,000± S.F.

TREE LIST

LOT 1: 1 MAGNOLIA
1 CHAMPION OAK
2 CRAB APPLE
1 HOLLY
1 MAPLE

LOT 2: 1 BLACK GUM
1 HEMLOCK

LOT 4: 7 LARGE OAKS

LOT 5: 2 LARGE POPLARS

LOT 6: 5 LARGE PES ON CORNER
2 HOLLYS ON LOAD

LOT 7: 1 MEADOW NATIVE GARDEN
1 LARGE OAK
1 MAPLE
1 HOLLY

"SPOTSWOOD"
7-LOT LAYOUT
FEB. 17, 2004 SCALE: 1"=60'

KCW ENGINEERING
KCW Engineering Technologies Inc.
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Melissa Beasley 4/9/04

Tina J Smyth 4-09-04

Fencing

1. Substantially fencing properties is discouraged.No fences will be allowed on the front or sides of the house.

2. Dog restraint is encouraged to be by an electric fence system.

3. A brick or stone wall may be installed and used as a fence provided it follows the height and location restrictions approved for fences.

4. All fences and locations need to be approved by the Architectural Control Committee.

5. Stockade and chain link fences are prohibited.

6. All fences are restricted to the following type/ paint color: (maximum of 4' height)
   Picket or board over board to be white or natural
   3 or 4 board split rail type to be natural
   3 or 4 board wood rail to be white or natural
   Aluminium / wrought iron by approval (black)

7. It is encouraged that fences be landscaped so they will naturally blend into the surrounding area.

8. Dark green or black vinyl coated wire may be used on inside of fences for code purposes (in a pool situation). No wire should be visible above the top rail of the fence.

Landscape Criteria

The following landscape criteria shall be considered a minimum for all homes built in this subdivision. Plans shall be submitted for review and approval to the committee.

Tree requirements:

1. Major shade or flowering trees; 5 @ 2 1/2" - 3" caliber, 12'- 14' height. A minimum of 3 to be planted in the front yard.

2. Evergreen trees; 10 @ 8' -10' to be used as side and or rear screening.

3. Foundation plantings; (front and both sides) 12 evergreen plants (30" minimum), 20 woody shrubs (3 -5 gallon) plant material size.

4. All garden areas to be mulched, and all other disturbed areas to be seeded or sodded.

SPOTSWOOD SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION is dated 4/13, 2004, by WOODBROOK, LLC, (the "Developer") its successors and assigns.

RECITALS

A. The Developer is the owner of real estate located in Baltimore County, identified among the Maryland tax records as parcel 161 ("Parcel 161"); and the southern half of Lot 22, and Lots 23-27 of the Woodley subdivision plat (collectively referred to herein as the "Property"), as outlined on **Exhibit A**, attached hereto and incorporated herein.

B. The Developer desires to subject the Property, and the lots located therein (the "Lots"), to the covenants, conditions, restrictions, and easements set forth below, which are for the purpose of protecting the value and desirability of the Property, the Lots and surrounding properties.

C. The Developer has determined that it is in the best interest of the Developer as well as the best interests of future owners of the Lots that the Owners (as defined below) restrict alterations and modifications to any structures, post original construction and sale, so as to not adversely affect surrounding properties and in furtherance of that purpose this Declaration is executed.

D. The Developer desires and intends to impose certain restrictions, covenants and conditions on the Lots.

E. The Developer has determined that it is in the best interest of the Developer as well as the best interests of future owners of the Lots that the Owners (as defined below) restrict alterations and modifications to existing grade and Storm Water Management devices as constructed and in furtherance of that objective this Declaration is executed.

F. The Developer desires and intends to impose certain restrictions, covenants and conditions on the Lots to maintain compliance with any approved Storm Water Management Plans.

G. The Developer has determined that it is in the best interest of the Developer as well as the best interests of future owners of the Lots that the Owners (as defined below) to restrict alterations and modifications to existing landscaping and in furtherance of that purpose this Declaration is executed.

H. The Developer desires and intends to impose certain restrictions, covenants and conditions on the Lots to maintain compliance with any approved landscaping plans.

I. The Developer intends to create enforcements rights among the owners and future owners of the lots to ensure compliance with these Covenants, Conditions, Restrictions, and Easements set forth below.

J. The Developer, furthermore, intends to grant enforcement rights to to those owners of real estate on Buchanan Road, Woodbrook Lane, Estes Road and Meadow road who were Petitioners who filed a Petition before the Zoning Commissioner of Baltimore County, Case No. 03-218-SPH relating to the Developer's proposed development of the Property, all persons who have executed the Agreement of April 13, 2004, between Woodbrook LLC, Melvin Benhoff and the Community, their heirs, successors and assigns and all persons who have executed the Agreement of April 9, 2004 between Woodbrook LLC, Melvin Benhoff and Caroline and Dyson Ehrhardt, their heirs, personal representatives, successors and/or assigns, said agreements having been recorded simultaneously herewith.

K. The Developer hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

NOW, THEREFORE, WITNESSETH, that the Developer hereby declares that the Lots of the aforesaid Plat shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the real property and be binding on all parties, their successors, personal representatives, heirs and assigns, having any rights, title or interest in such Lots.

Article I. COVENANTS, CONDITIONS, AND RESTRICTIONS

1. The Recitals above are incorporated into this Article.

2. The total number of lots and corresponding residential housing units on the Property shall be seven (7). The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed on the Lots other than a one detached single family dwelling house not to exceed 35 feet and two (2) stories in height, excluding basement, with a maximum standard three car garage, except as follows:

The house on Lot 4 on **Exhibit A** may exceed two (2) stories in height.

The house on Lot 1 on **Exhibit A** shall not exceed twenty-five (25) feet in height, excluding basement, for a horizontal distance of not less than eighteen (18) feet for the portion of the structure nearest the Ehrhardt property line (as defined below) and shall maintain a thirty (30) feet setback from the nearest Ehrhardt property line. The size of Lot 3 on **Exhibit A** shall be no less than 20,000 square feet.

3. The houses on Lots 1, 2. 3 and 6 shall not exceed four thousand eight hundred (4,800) square feet of living space. The houses on Lots 5 and 7 shall not exceed five thousand eight hundred (5,800) square feet of living space. Living space does not include basements, garages, enclosed or open porches, patios or loft areas. Loft areas shall mean and be construed to as upper areas of rooms where the distance between the floor and ceiling of the room is greater than ten (10) feet. Loft areas do not include indoor balconies, walkways or other interior areas with floors that are intended to function as living space.

4. No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") may be commenced, erected, or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including

alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color and locations of the structure, addition or alteration shall have been submitted to and approved in writing by an Architectural Review Committee ("ARC").

The ARC shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition, or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations, and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition, or alteration on the use, enjoyment, and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition, or alteration taking into account the general aesthetic values of the surrounding area.

The ARC will be comprised of no less than three members but not more than five members, which one member will be Melvin Benhoff, as the representative of Developer. For a period of five years from the date of this Agreement or upon Mr. Benhoff's resignation from the Committee, whichever shall first occur, a replacement shall be selected by the other members of the Architectural Review Committee with the proviso that at all times thereafter, the owners of any of the lots on the property shall be afforded the first opportunity to fill one position on the Committee. All of the remaining members of the Committee shall be selected by the Community.

5. Property fences which shall not be permitted in the front and/or side yards of the homes to be built, and which are built on any of the lots on the Property shall be approved by the ARC in accordance with the standards as attached hereto as **Exhibit B.**

6. Landscaping for each lot shall be maintained in compliance with any approved landscaping plans and in accordance with the criteria as attached hereto as **Exhibit C.**

7. Storm Water Management for the property shall be maintained in compliance with the approved Storm Water Management Plan attached hereto as **Exhibit D.** No building, grading or other work shall be performed to materially alter or cause non-compliance with Exhibit D or the laws and regulations of Baltimore County as applicable at the time of the alteration, whichever standard is more stringent. Each lot owner shall have the obligation to maintain storm water management devices located on its property in a manner to ensure its proper function.

8. Developer, his heirs, successors and assigns agree not to dedicate that portion of the strip of land connecting Estes Road to Woodbrook Lane that it owns for public use nor improve it in such a manner as to cause drainage problems to adjoining properties, provided said strip may remain open for use by those entitled to the use thereof.

9. Covenants, conditions and restrictions 1 through 8 above (the "Covenants') will run with and bind the Property and will be enforceable by the Developer, by the owners of all or any portion of the Property, and the Community or any member thereof until the fortieth (40^{th}) anniversary of the date of this Declaration and thereafter for successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then

owners of eighty percent (80%) of the Lots which are then subject to the Covenants and recorded among the Land Records of the jurisdiction referred to above, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Developer by this Declaration may be assigned or transferred by the Developer to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of the jurisdiction referred to above, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Developer by this Declaration.

10. Enforcement of the Covenants may be initiated by any Owner (as defined below) and shall be by proceedings at law or in equity against any persons or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

Article II. RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Developer over the front, side, and rear five feet of each Lot for the installation and maintenance of utilities, storm water sewers, and surface drains. No Structure, planting, or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility Developer. No conveyance by the Developer of any Lot, or of any interest herein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Developer to thereby convey or release the easements.

2. The designation of streets, avenues, roads, and open spaces on the Plat is for the purpose of description only and not dedication, and the rights of the Developer in the same are specifically reserved, and the Developer hereby reserves to itself, its successors and assigns, the right to grade, regrade, and improve the streets, avenues, roads, courts and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

3. The Developer further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Developer may deem necessary for the improvement of the Property in, over, through, upon, and across any and all of the streets, avenues, roads, courts, and open spaces, and in, over, through, upon, and across each and every Lot in the easement area

reserved in Paragraph 1 of Article II of this Declaration or as shown on the Plat. The Developer further reserves to itself, its successors, and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, and easements to public use. No street, avenue, road, court, open space or easement may be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Developer. Until any street, avenue, road, court, open space or easement is dedicated and accepted for public use by the appropriate governmental authority, all costs associated with maintenance, repair, taxes, and otherwise related to that area will be shared in equal parts by the Owners of Lots 1 through 6.

Article III. DEFINITIONS

"Owner" shall mean and refer to the record title owner, which may be one or more persons or entities, of fee simple title, including contract sellers, but excluding those having such an interest merely as security for the performance of an obligation.

"Ehrhardt Property" is a .65 acre parcel of land referred to as Lot 21 PT Lot 22 of the Woodley Subdivision, described among the Baltimore County Land Records in Liber 12281, Folio 598 and identified among the Maryland tax records as Parcel 204 of Map 79, Grid 5.

The "Community" consists of those owners of real estate on Buchanan Road, Woodbrook Lane, Estes Road and Meadow Road who were Petitioners who filed a Petition before the Zoning Commissioner of Baltimore County, Case No. 03-218-SPH ("Petition"), relating to the Developer's proposed development of the Property, and all persons who executed the Agreement of April ____, 2004, between Woodbrook LLC, Melvin Benhoff and the Community) their heirs, personal representatives, successors and/or assigns.

Article IV. GENERAL PROVISIONS

1. Required Modifications. The Developer shall have the right, by instrument duly recorded among the Land Records of the jurisdiction referred to above, which need only be signed by the Developer and the holder of any mortgage or similar lien on the portion of the Property then owned by the Developer to modify the provisions of this Declaration if the modification is required by the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Government National Mortgage Association or any successor agencies thereto as a condition of the approval by such agency of the Property or any part thereof or any lot thereon for approved mortgage financing purposes under applicable Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Government National Mortgage Association, or similar programs, and the consent to the modification by any Lot owner or of the holder of any mortgage or lien on such owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by the Developer.

2. Lots Subject to Declaration. Each conveyance of a Lot, or of any interest in the Lot, by the Developer, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Lot shall so state.

3. Enforcement. Any Owner or member of the Community shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations,

liens and charges, now or hereafter imposed, by the provisions of this Declaration against Developer, his heirs, successors and assigns and, if successful in such action (whether by judgment or by settlement) in obtaining enforcement, such person(s) shall be entitled to recover reasonable attorneys' fees, expenses and court costs of the action from the person and/or entity against whom enforcement is obtained. However, as a prerequisite to the recovery of reasonable attorneys' fees, expenses and costs under this paragraph, the person or entity seeking enforcement shall serve the alleged violator of the Agreement with written notice of the violation, and only if the alleged violator has failed to remedy or to make substantial progress toward remedying the violation within thirty (30) days after notice is given may legal action be instituted. Notice shall be given by first class mail or hand delivery and shall be deemed to have been given by first class mail when deposited with the United States Postal Service for delivery.

4. Waiver. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. Severability. Invalidation of any one of these covenants or restrictions by court order shall not affect the validity of any other provision which shall remain in full force and effect.

6. Termination and Amendment. The Owners, by unanimous consent of all the Owners with respect to the particular easements and with the consent of Baltimore County may terminate or amend any or all of the above provisions. Any amendment or termination must be effected by a written instrument executed and acknowledged by all Owners and recorded among the Land Records of Baltimore County.

WITNESS the due execution of the Declaration of Covenants, Conditions, Restrictions, and Easements by the Developer, the Trustee, and the Bank.

WITNESS/ATTEST:

WOODBROOK LLC

By: _____ (SEAL)
Melvin C. Benhoff, Jr., President

STATE OF MARYLAND, CITY/COUNTY OF Balto., to wit:

I HEREBY CERTIFY that on this 13th day of April, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Melvin C. Benhoff, Jr., who acknowledged himself to be the President of the Grantor of the within Declaration of Covenants, Conditions, Restrictions and Easements and acknowledged that, being authorized to do so, he executed the same on behalf of the Developer for the purposes therein contained.

AS WITNESS my hand and notarial seal.

_____
Notary Public

My Commission Expires: 8/1/07

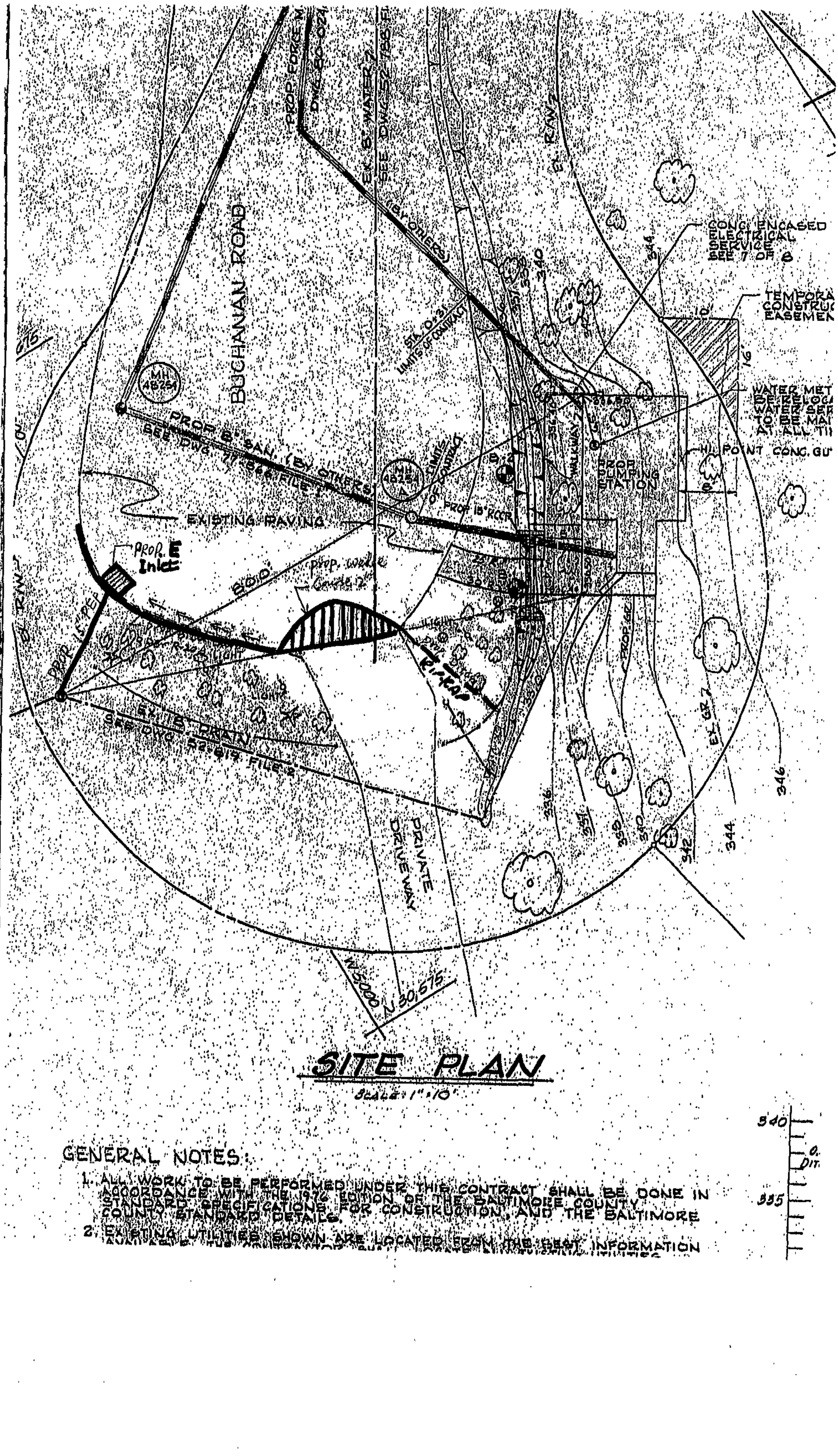
This instrument has been prepared by an attorney, under such attorney's supervision, or by one of the parties named in this instrument.

G. Scott Barhight
Whiteford, Taylor & Preston L.L.P.
210 W. Pennsylvania Avenue
Towson, Maryland 21204
410-832-2000

LIST OF EXHIBITS

Exhibit A	Plan of Development
Exhibit B	Standard Fence Details
Exhibit C	Standard Landscaping Specifications
Exhibit D	Storm Water Management Plan

2976



SITE PLAN

SCALE: 1" = 10'

GENERAL NOTES:

1. ALL WORK TO BE PERFORMED UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE 1974 EDITION OF THE BALTIMORE COUNTY STANDARD SPECIFICATIONS FOR CONSTRUCTION, AND THE BALTIMORE COUNTY STANDARD DETAILS.
2. EXISTING UTILITIES SHOWN ARE LOCATED FROM THE BEST INFORMATION AVAILABLE. THE CONTRACTOR

A LIST OF THE WOODBROOK COMMUNITY MEMBERS WHO HAVE EXECUTED THE AGREEMENT:

Kendall S. and Steven A. Allen
7 Buchanan Road
Baltimore, Maryland 21212

Margie W. and Bruce E. Beacham
108 Woodbrook Lane
Baltimore, Maryland 21212

Joyce and Edward W. Brown, Jr.
25 Woodbrook Lane
Baltimore, Maryland 21212

Linda W. and Mark M. Caplan
6 Meadow Road
Baltimore, Maryland 21212

Marie R. and Frank Cappiello
19 Buchanan Road
Baltimore, Maryland 21212

Saralynn T. Clark
110 Woodbrook Lane
Baltimore, Maryland 21212

Cynthia E. and Bryson L. Cook
201 Woodbrook Lane
Baltimore, Maryland 21212

Caroline B. and Dyson P. Ehrhardt
101 Estes Road
Baltimore, Maryland 21212

Pat and Henry R. Elsnic
21 Buchanan Road
Baltimore, Maryland 21212

Eleanor G. and Richard T. Hale
205 Woodbrook Lane
Baltimore, Maryland 21212

Mary Carol and John J. Jeppi
9 Buchanan Road
Baltimore, Maryland 21212

Elizabeth L. and Harrison Jones
12 Meadow Road
Baltimore, Maryland 21212

Elizabeth and Edwin J. Insley
22 Buchanan Road
Baltimore, Maryland 21212

Mary and Diane Markakis
24 Woodbrook Lane
Baltimore, Maryland 21212

Cecily and Bruce Matthai
221 Woodbrook Lane
Baltimore, Maryland 21212

R. Taylor McLean
102 West Pennsylvania Avenue, Suite 600
Towson, Maryland 21204

Sayra and Neil A. Meyerhoff
9 Meadow Road
Baltimore, Maryland 21212

Beverly P. and John W. H. Michel
211 Woodbrook Lane
Baltimore, Maryland 21212

Page W. and J. Michael Miller, III
13 Buchanan Road
Baltimore, Maryland 21212

Lucy and Hugh Mohler
23 Buchanan Road
Baltimore, Maryland 21212

4/13/04

AGREEMENT

THIS AGREEMENT ("Agreement") made this 8th day of April, 2004, by and between Woodbrook, LLC and Melvin Benhoff (collectively the "Developer") and Caroline Ehrhardt and Dyson Ehrhardt (collectively the "Adjoining Landowner");

WHEREAS, the Developer owns and is in the process of developing a property located at the intersection of Woodbrook Lane and Buchanan Road in Baltimore County Maryland, as outlined on Exhibit "A" attached hereto and incorporated herein (being the subject matter of Case No. 03-218-SPH before the Deputy Zoning Commissioner); and

WHEREAS the Adjoining Landowners have concerns about the manner of the development and its effect upon the Adjoining Landowner's property located at 101 Estes Road, Baltimore, County, Maryland identified as Lot 21 and the northern half of Lot 22 on Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, the parties hereto wish to clarify their understanding with respect to the issues which may, will or could, now or in the future, effect the quiet enjoyment, property rights, value and overall protection of the Adjoining Landowner's property;

WHEREAS, Developer is willing to enter into covenants and obligations binding upon itself and its heirs, personal representatives, successors and assigns for the protection and quiet enjoyment of the Adjoining Owner's property; and;

WHEREAS, the parties hereto wish to clarify their respective rights and obligations with respect to such;

NOW THEREFORE, in consideration of one ($1.00) dollar and the mutual benefits contained herein, the parties hereto agree as follows:

1. Developer will use all best management practices to manage storm water runoff in accordance with the approved Storm Water Management Plan (attached hereto as Exhibit "C").

2. Storm water runoff from Developer's property shall be directly diverted to the street via a 15 inch diameter pipe extending approximately 40 feet in accordance with the approved Storm Water Management Plan.

3. Developer shall install landscaping for the purpose of maintaining the privacy of the Adjoining Landowner prior to the commencing construction on Lot No. 1. Landscaping shall consist of evergreen trees planted at a minimum height of 8 to 10 feet of growth at the time of planting and such shall be planted at the appropriate distance so as to create privacy. Landscaping shall be done in accordance with the attached Landscaping Plan (Exhibit "D"), which shall have been reviewed and approved by Adjoining Landowner.

4. The maximum height for the house to be built on Lot No. 1 of the Concept Plan for Spotswood, (originally known as part of Lot 22 and lot 23 of the Woodley Subdivision as

Ehrh. Ex 1

recorded in G.L.B. 18. Folio 30 of the Land Records of Baltimore County Maryland) shall be no more than twenty-five (25) feet, excluding basement, within forty-eight (48) feet of the Adjoining Landowner's property line, and a restrictive covenant shall be referenced in the deed to Lot No. 1 with a permanent limitation on such height. Said height limitation shall be measured from the first floor elevation. Developer shall maintain a side yard setback of 30 feet from the Adjoining Landowner's property line for said house on Lot No. 1. No house or part of any house constructed on Lot No. 1 shall be greater than two stories high, excluding basement, or exceed a height of 35 feet, said height being measured from the first floor elevation.

5. No trees shall be removed from the Developer's property within fifty (50) feet of the property line of the Adjoining Landowner except upon written agreement between the parties that such tree creates a hazard to life or property. Developer further agrees to preserve and maintain the existing White Oak tree located on proposed Lot No.1 (as described in Paragraph 4 above). The parties shall have met in the field at a mutually convenient date and time and have jointly identified and tagged the mature trees to be preserved during the development of Developer's Property.

6. Developer agrees not to dedicate that a portion of the strip of land connecting Estes Road to Woodbrook Lane ("Private Road") for public use, nor improve it in such a manner as to cause drainage problems to Adjoining Landowner's property; provided said strip may remain open for use by those entitled to the use thereof. Developer agrees to restrict construction traffic on said strip in order to minimize noise, congestion and debris for Adjoining Landowner. Developer, furthermore, agrees to repair any damage caused to the road by its use. Any such repairs shall be done promptly and in a workmanlike manner.

7. Upon execution of this Agreement, Adjoining Landowners waive any right to contest any issues regarding the proposed development referenced herein, whether major or minor, so long as Developer enters this Agreement into the official record of the proposed development upon the Developer's property. Upon final approval of the development, a note referencing this Agreement shall be placed upon the final plat. Said reference shall include the Case File Number and shall be made available to the public as part of the public record. This Agreement may be recorded among the Land Records of Baltimore County by the Adjoining Landowner who shall bear the costs thereof. Notwithstanding, Adjoining Landowner's reserve the right to continue their personal appearance during any legal process if the proposed plan changes in any manner such that its approval may be contrary to this Agreement. Such appearance or any objections raised shall not be considered a breach of this Agreement.

8. Developer shall place the attached restrictive covenant (Exhibit "E") upon those lots surrounding the Adjoining Landowner's property, said covenants to run with the land. The restrictive covenants, which shall be referenced in the respective deeds, shall place subsequent owners upon notice of the rights and obligations under this Agreement. The covenants shall expressly grant the right to enforce the terms contained therein to the Adjoining Landowner, its heirs, personal representatives, successors or assigns.

9. This Agreement may not be modified except with the written agreement of the parties hereto.

10. This Agreement runs with the land and is binding upon and succeeds to the respective heirs, personal representatives, successors and assigns of the parties hereto.

11. This Agreement is not to be construed as a grant of easement, license or any other right to trespass, cause a nuisance, create a riparian right or otherwise damage, cause harm loss or interfere with the Adjoining Landowner's quiet enjoyment of their property.

12. This Agreement contains the final and entire agreement between the parties and neither they nor their agents may be bound by any terms, conditions or representations not contained herein. It shall not merge with any sale, transfer of ownership, contract or any other means but shall survive in its entirety unless modified by the parties or as otherwise stated herein.

13. Upon default by the Developer, or its heirs, personal representatives, successors or assigns, Adjoining Landowners shall be entitled to all remedies at law or in equity. If the Adjoining Landowner or its heirs, personal representatives, successors or assigns, is required to institute legal action against Developer or any of Developer's successors or assigns to enforce any one or more terms of this Agreement or the Restrictive Covenants as contained in Exhibit "E", and is successful in such action (whether by judgment or by settlement) in obtaining enforcement of the Agreement, the Adjoining Landowners shall be entitled to recover reasonable attorneys' fees, expenses and court costs of the action from the person and/or entity against whom enforcement is obtained. However, as a prerequisite to the recovery of reasonable attorneys' fees, expenses and costs under this paragraph, the person or entity seeking enforcement shall serve the alleged violator of the Agreement with written notice of the violation, and only if the alleged violator has failed to remedy or to make substantial progress toward remedying the violation with in thirty (30) days after notice is given may legal action be instituted. Notice shall be given by first class mail or hand delivery and shall be deemed to have been given by first class mail when deposited with the United States Postal Service for delivery.

14. Any Notice required or permitted by this Agreement to be given by either party to the other shall be in writing and shall be deemed delivered upon: (1) personal delivery; (2) upon sending by registered or certified mail, postage prepaid to the addresses of the parties herein given, unless another address shall have been substituted for such address by Notice in writing.

IF TO DEVELOPER:

Woodbrook, LLC
c/o Melvin Benhoff
215 Old Padonia Road
Cockeysville, MD 21030

WITH COPY TO:

G. Scott Barhight, Esquire
Whiteford, Taylor & Preston L.L.P.
210 West Pennsylvania Avenue
Towson, Maryland 21204-4515

IF TO ADJOINING LANDOWNER:

Caroline Ehrhardt
Dyson Ehrhardt
101 Estes Road
Baltimore, Maryland 21212

WITH COPY TO:

Michael B. Sauer, Esquire
401 Washington Avenue, Suite 802
Towson, Maryland 21204

WITH COPY TO:

C. Victoria Woodward, Esquire
Safe Waterways in Maryland
10706 Beaver Dam Road
Cockeysville, Maryland 21030

IF TO SUBSEQUENT PURCHASER OF ANY LOT, notice shall be given to the owner of record as shown in the tax records of Baltimore County, Maryland.

15. This Agreement may be executed in counterparts provided originals are circulated in the ordinary course of business.

16. The use of any gender shall include all genders.

17. The covenants and conditions herein shall be binding upon, and the rights hereunder shall inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns. If Developer consists of more than one person or entity, each shall be jointly and severally liable for the obligations of the Developer hereunder.

18. This Agreement constitutes the entire agreement between the parties with respect to the Developer's and Adjoining Landowner's properties, and there are no oral agreements between the parties in connection herewith.

19. This Agreement shall be governed and controlled by the laws of the State of Maryland.

20. Time is of the essence in this Agreement.

21. If any term or provision in this Agreement is determined invalid by a Court of Law, only such term or provision shall be deemed unenforceable and the remaining terms or provisions of this Agreement shall remain applicable and enforceable to the fullest extent of the law.

22. Each of the signatories hereto affirms that he or she has the full authority to execute this Agreement

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the date first above written.

WITNESS:

Woodbrook, LLC

BY: _____(SEAL)
Melvin Benhoff, Member

WITNESS:

_____(SEAL)
Melvin Benhoff, individually

State of Maryland
Baltimore County

I HEREBY CERTIFY that on the 8th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Melvin Benhoff who acknowledged himself/herself to be a member of Woodbrook, LLC and that he as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC as a member thereof.

WITNESS my hand and Notarial Seal:

Notary Public Lynne Straw

My Commission expires: 8/1/07

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Melvin Benhoff, individually, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledges that he executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public Lynne Straw

My Commission expires: 8/1/07

WITNESS:

C. Vietz Woodward

Caroline Ehrhardt (SEAL)
Caroline Ehrhardt

WITNESS:

C. Vietz Woodward

Dyson P. Ehrhardt (SEAL)
Dyson Ehrhardt

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Caroline Ehrhardt, individually, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledges that she executed the same for the purposes contained therein.

WITNESS my hand and Notarial Seal.

Notary Public Lynne Straw
My Commission expires: 8/1/07

State of Maryland
County of Baltimore

I HEREBY CERTIFY, that on the 8th day of April, 2004, before me, a Notary Public of the State of Maryland, personally appeared Dyson Ehrhardt, individually, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledges that he executed the same for the purposes contained therein.

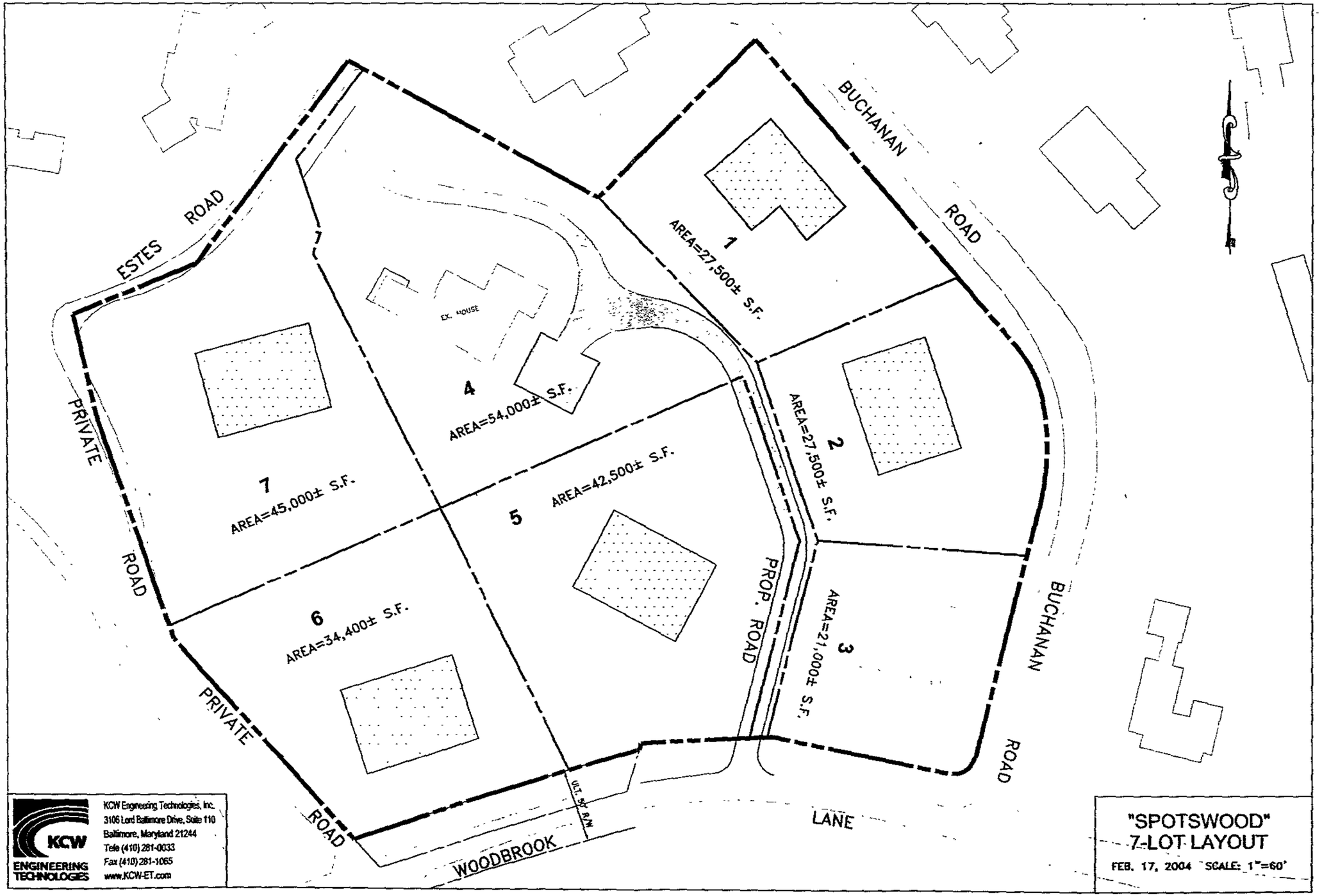
WITNESS my hand and Notarial Seal.

Notary Public Lynne Straw
My Commission expires: 8/1/07

LIST OF EXHIBITS

Exhibit A	Plan of Development
Exhibit B	101 Estes Road
Exhibit C	Storm Water Management Plan
Exhibit D	Landscaping Plan
Exhibit E	Restrictive Covenants

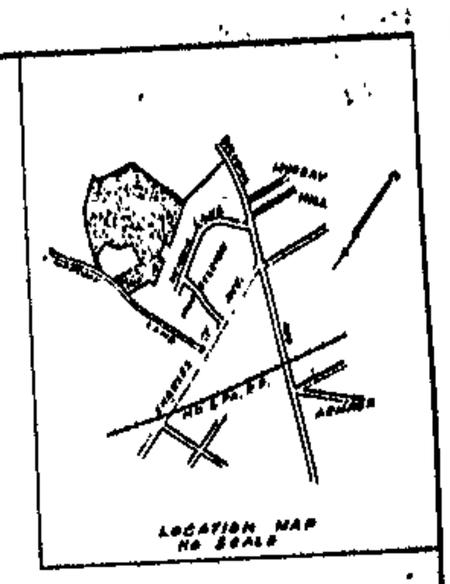
2977



KCW ENGINEERING TECHNOLOGIES
KCW Engineering Technologies, Inc.
3106 Lord Baltimore Drive, Suite 110
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Tele (410) 281-0033
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www.KCW-ET.com

"SPOTSWOOD"
7-LOT LAYOUT
FEB. 17, 2004 SCALE: 1"=60'

G. L. B. No. 18 30



BOSTES ROAD

WOODBROOK ROAD

BUCHANAN ROAD

LANE

CURVE DATA						
No.	Radius	Δ	Arc	Tan.	Chord	L.C.B.
1	15.00'	91°-03'-00"	23.85'	15.31'	21.42'	N 39°-32'-30" W
2	40.00'	32°-18'-30"	22.56'	11.61'	22.26'	N 71°-22'-15" W
3	325.00'	10°-18'-30"	58.46'	29.32'	58.38'	N 21°-22'-15" W
4	75.00'	27°-30'-00"	35.99'	18.34'	35.65'	S 39°-46'-30" W
5	125.00'	29°-30'-00"	64.36'	32.96'	63.66'	S 39°-46'-30" W
6	325.00'	14°-23'-00"	81.60'	41.01'	81.40'	S 46°-57'-30" W
7	225.00'	35°-03'-00"	137.67'	71.36'	135.49'	S 32°-25'-30" W
8	15.00'	91°-03'-00"	23.85'	15.31'	21.42'	S 39°-32'-30" W
9	15.00'	88°-57'-00"	23.28'	14.69'	21.02'	N 50°-27'-30" W
10	225.00'	35°-03'-00"	137.67'	71.36'	135.49'	N 32°-25'-30" W
11	325.00'	35°-03'-00"	198.81'	103.06'	195.69'	N 32°-25'-30" W
12	225.00'	7°-30'-00"	29.45'	14.74'	29.43'	N 71°-22'-15" W
13	75.00'	90°-27'-30"	118.39'	75.50'	106.52'	N 39°-46'-30" W
14	65.00'	88°-57'-00"	101.00'	63.72'	91.14'	N 50°-27'-30" W
15	47.00'	108°-00'-00"	88.57'	62.35'	75.84'	N 39°-32'-30" W
16	47.00'	84°-03'-00"	68.94'	42.58'	62.91'	N 50°-27'-30" W
17	178.01'	50°-30'-00"	157.00'	84.74'	151.99'	N 64°-47'-30" W
18	228.01'	61°-30'-00"	244.80'	134.77'	233.19'	N 64°-47'-30" W
19	25.00'	89°-03'-00"	38.86'	24.61'	35.05'	N 50°-27'-30" W
20	25.00'	89°-03'-00"	38.86'	24.61'	35.05'	S 39°-32'-30" W
21	50.00'	360°-00'-00"	314.16'			

Approved as to alignment and location of Streets
J. Earl Tiffault Mar. 27th 1952
Roads Engineer of Baltimore Co. Md.

Approved by Baltimore County Planning Commission
T. Nicholas Wilson Jr. March 27, 1952
Director

CERTIFICATION:-
Certification is hereby made that the plat was compiled by E. W. Stephens Jr. & Associates and that it meets the requirements of Section 710 Article 17 of Annotated Code of Maryland 1947 Supplement

Registered Engineer No. 487

NOTE:-
Bearings and Coordinates are related to traverse of the Baltimore County Metropolitan District
The Roads, Streets and alleys are shown on this plat for the purpose of description only and not for the purpose of dedication.

NOTE:-
W. H. & B. outlines from survey by Albert E. Pahman

OWNERS CERTIFICATE:-
Certification is hereby made that all the requirements of the Annotated Code of Maryland Chapter 166, Acts of 1945 have been complied with on this plat.

T. Buchanan Blakiston

G. L. B. #18 Folio 30

Filed for record
Date JUN 9 1952
Test:
George L. Byerly
Clerk

WOODLEY

BALTIMORE COUNTY MD., ELECTION DISTRICT No 9
MAY 19, 1952
SCALE: 1IN=80FT.

T. BUCHANAN BLAKISTON — DEVELOPER
1115 FIDELITY BUILDING — BALTIMORE-MD.

1164

TOWSON 4, MARYLAND

SPOTSWOOD

STORMWATER MANAGEMENT

REPORT

September 25, 2003

PREPARED BY:

KCW ENGINEERING TECHNOLOGIES

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STORMWATER MANAGEMENT REPORT
SPOTSWOOD
BALTIMORE, MARYLAND

INTRODUCTION

Site Layout. The site known as "Spotswood" is located north of Woodbrook Lane in the Ruxton neighborhood of Baltimore County (Exhibit 1). The property is approximately 6.0 acres. It is proposed to adjust the existing property lines to create 7 single-family building lots. An existing historic house called "Spotswood" located on the north side of the property will remain on lot 4 after this adjustment. Another existing house is under construction on lot 3, which is located on the southeast corner of the site. The net result will be the construction of additional 5 new houses around the existing historic house.

Access. The site is bounded by Woodbrook Lane to the south, Buchanan Road to the east, Estes Road to the north, and a private driveway to the west. An existing driveway loops around within the property, and connects with Woodbrook Lane and Estes Road. All proposed houses will obtain access from Woodbrook Lane and Buchanan Road except Lot #7, which will obtain access from the private driveway on the western side of the property.

Drainage. The majority of the site drains westerly through an existing grass swale to an existing 15" RCCP culvert under a private road on the western boundary of the site. A small area in the northeastern portion of the property drains toward the existing house on the corner of Estes and Buchanan Road. There is a public storm drain system In Buchanan Road that eventually discharge to a stream near the end of Buchanan Road.

Land Use. The majority of the site is zoned DR-1, except the northeast corner of the property, which is zoned DR-2. The adjoining properties to the south and west of the site are zoned DR-1, and to the east and north, are zoned DR-2.

METHODOLOGIES

A 100-year Waterway Study was conducted by Richard Truelove P.E. Inc. and accepted by Baltimore County in June 2003 (The study is attached in Appendix G). In this study, five drainage areas (DA 'A' to 'E') were identified. The aforementioned existing 15" culvert was analyzed to determine the depth of flow overtopping the private road with flow rates generated from the 20 and 100 year storms. To be consistent with the drainage areas identified in this previous study, all drainage areas are similarly named but modified slightly to reflect developed conditions. A new Drainage Area (DA) 'F' was added in this study to analyze the impact to the existing house at the corner of Buchanan Road and Estes Road. The investigation point for drainage area 'F' is on the north side of Lot #1 toward the existing house downstream, and the investigation point for drainage

area 'A' to 'E' is on the western edge of the property at the existing 15" culvert. A Drainage Area map is included in Exhibit 2.

Stormwater management requirements were addressed for the whole site, which included drainage areas 'B', 'E', and 'F'. Table 1 lists the methodology used to address the stormwater management impacts and mitigation measures for each drainage area 'B', 'E', and 'F'. The related computations are attached in the Appendices specified for each item in the table. Exhibit 3 illustrates the various impervious areas within the site for stormwater management purposes.

The total runoff from each drainage area was calculated using TR-55 method. The TR-55 worksheets are attached in Appendix A of this report (DA 'A' to 'F' for existing conditions and DA 'B', 'E', and 'F' for developed conditions).

Table 1 Summary of Stormwater Management Analysis for Spotswood

<table>
<tr><th></th><th>DA 'B'</th><th>DA 'E'</th><th>DA 'F'</th></tr>
<tr><td>WQv</td><td rowspan="2">Offset By Treating /Removing existing impervious area within DA 'B' And 'E' (Appendix B)</td><td rowspan="2">Grass Channel credit (Appendix C)</td><td rowspan="2">Biofiltration Facility on north side of Lot #1 (Appendix D)</td></tr>
<tr><td>Rev</td></tr>
<tr><td>CPv</td><td>Q=2.0 cfs
Not required
(Appendix A)</td><td>See same analysis for Q10 and Q100 below using 1-yr storm data</td><td>Q<2.0 cfs
Not required
(Appendix A)</td></tr>
<tr><td>Q10</td><td colspan="2" rowspan="2">Verify the negligible impact that the post development discharge has on the existing flow conditions for the 10 and 100 year storms @ the existing 15" culvert on the western boundary using HEC-RAS and TR-20. (Appendix E)</td><td rowspan="2">Eliminate impact by Directing water to downstream storm drain system bypassing the ex house
(Appendix F)</td></tr>
<tr><td>Q100</td></tr>
</table>

DA 'B'

Drainage area 'B' includes Lot #2 and Lot #3. As previously discussed, the site will be graded so that the proposed house in Lot #2 will drain to the southwest corner of this area. A storm drain system will be designed to intercept the run-off from the southwest corner of this area to the west of the property, bypassing Drainage Area 'E' and eventually draining to the existing 15" culvert.

As shown in the computation sheet attached in Appendix B, the new impervious area within DA'B' is approximately 9400 sq.ft. For stormwater water quality and recharge requirements, this new impervious area will be offset by treating and/or removing the existing impervious area within drainage area 'B' and drainage area 'E'. Therefore, no

water quality and recharge volumes are required for this area. Detailed computations are attached in Appendix B.

Based on TR-55 computation, the 1-yr run-off of this area is 2.0 cfs. Therefore, channel protection volume is not required for the area.

The run-off from DA'B' will eventually combine with the run-off from drainage area 'A' through 'E', and will drain to the existing 15" culvert. The Overbank Protection and Extreme Flood Protection analysis for DA'B' is combined with that for DA'E', and will be discussed in the next section.

DA 'E'

Drainage Area 'E' contains three new houses on Lot 5-7 and the existing historic house on Lot 4. An existing swale runs through this area, draining westerly towards the existing 15" culvert. This swale has been planted extensively with native trees, shrubs, and plants by Native Design, Inc. thereby creating areas of natural habitat and beauty (see photographs and list of vegetation in Appendix C). The intended purpose of these plantings in this location was to utilize native vegetation within an active drainage path to provide the maximum uptake of nutrients and deposition of sediments to improve the water quality of runoff from the surrounding area. This function directly correlates with the intent of the 2000 MDE Stormwater Management requirements. Based on this correlation it is proposed to leave this area in an undisturbed condition to provide stormwater management recharge and water quality volumes per the grass channel credit in the Maryland Stormwater Design Manual Section 5.5. This channel will be placed in a perpetual easement to protect and maintain the intent of its design.

According to Section 5.5 of Maryland Stormwater Design Manual, use of grass channel will automatically meet the Rev and WQv requirements for impervious areas draining into the channel. The WQv credit is obtained when the maximum flow velocity for run-off from the one-inch rainfall is less than or equal to 1 fps. The channel velocity was calculated using Manning's equation and a Manning's coefficient (n value) of 0.15 was used based on the relationship chart between channel depth and n value (attached in Appendix C) published by Chesapeake Research Consortium in the book named "Design of Stormwater Filtering Systems. The result obtained after iteration indicated that the channel velocity is approximately 1 fps. Therefore the grass channel credit can be applied to this area.

The impact of the proposed development on Channel Protection, Overbank Protection, and Extreme Flood Protection was analyzed by comparing the change in Water Surface Elevation for existing and proposed conditions at the study point. TR-55 spreadsheets were used to calculate run-off curve numbers and time of concentration for each drainage area. Then TR-20 model was used to generate the flow data for the HEC-RAS stream analysis.

Cross-section #5 (see Appendix F) was established at the upstream headwall of the existing 15" culvert. The existing and developed conditions flow data generated by TR-20 for the 1-year, 10-year, and 100-year storms have been routed through this cross-section. The resulting water surface elevations for each condition have been plotted and are shown in Table 2 below.

Table 2 Comparison of Water Surface Elevation for Existing and Developed Conditions

	W.S. ELEVATION (FT.)		
	Existing Condition	Developed Condition	Net Increase
1-yr Storm	354.12	354.18	0.06
10-yr Storm	354.50	354.51	0.01
100-yr Storm	354.64	354.66	0.02

DA 'F'

Drainage Area 'F' includes a new house in the northeastern portion of the property. A biofiltration facility is proposed to meet the water quality and recharge requirments for this area. The computations are based on Maryland Stormwater Design Manual Section 3.4 and are attached in Appendix D.

Based on the results of TR-55 worksheet, the run-off for 1-year storm is less than 2 cfs. Therefore, channel protection volume is not required for this drainage area.

A storm drain system will be extended from the existing public system on Buchanan Road to the proposed biofiltration pond to intercept the run-off from this site. The capacity of the downstream storm drain system has been verified to accommodate flows in developed conditions. The analysis will be further discussed in the following sections and the computations are included in Appendix F.

DESIGN/ANALYSIS

Based on the above discussion, this section will further address the following issues:

- Design of the bio-filtration facility,
- Design of the storm drain system, and
- HEC-RAS Analysis

Bio-Filtration Facility Design

Bio-filtration facility combines open space with stormwater treatment. The advantage of the bio-filtration facility is that it can be designed aesthetically pleasant compared to the other treatment options.

The total impervious area required to be treated in Drainage Area 'F' is approximately 0.1 acres. The required filter bed area is calculated based on the equation provided in Section 3.4.4 of the Maryland Stormwater Design Manual, assuming a 3 ft. deep planting soil bed, and a 12" deep surface ponding area. The results indicated that a minimum area of 560 sq.ft. was required for the filter bed, and 0.32' depth was required for the recharge storage. Detailed computations of the filter bed design are attached in Appendix D.

Storm Drain System Design

Two storm drain systems are proposed; one on the northern portion, the other on the southern portion of the property. The storm drain system design concepts are shown in Exhibit 2. Run-off from each drainage area was calculated using the Rational Method in accordance with Baltimore County Design Manual. The run-off coefficient for some of the drainage areas were obtained from the 100-year Waterway Study approved by Baltimore County. Time of concentration is calculated using the formula in the Design Manual.

As discussed earlier, the storm drain system in the northeastern portion of the property is designed to intercept the run-off from the bio-filtration pond, and connect it with the existing storm drain system along Bachanan Road. The capacity of the existing system has been verified for the 10-yr storm in ultimate conditions. A run-off coefficient of 0.35 was used based on the Baltimore County Design Manual for the DR-2 zoning. The time of concentration is back calculated from a chart found in Bachanan Road storm drain design Construction Drawing Number 52-819, File A-9. The sketch for the existing system and detailed computation and flow tab spreadsheets are attached in Appendix F.

The Hydraulic gradient was calculated for the existing storm drain system using Hydraulic Gradient Program Version 1.1 by John Maple (attached in Appendix F). The results indicated that the capacity of the downstream storm drain system was adequate in the developed conditions.

The proposed storm drain system in the southern portion of the property is designed to intercept run-off from drainage area 'A','B', and 'C' and take them directly to the existing 15", bypassing the grass channel in drainage area 'E'. The flow tabulations for the design computations are attached in Appendix F, and a concept sketch is shown in Exhibit 2.

The 100-year waterway easement showing the water surface along the existing swale is also plotted on Exhibit 2. No grading was proposed within this easement.

HEC-RAS Analysis

The water surface elevation at cross section #5 was computed using HEC-RAS 3.1.1. The geometry file of the previous 100-year Waterway Study (prepared by Truelove) was imported to a new HEC-RAS project file. The updated run-off data from TR-20 model were used for the HEC-RAS analysis.

Based on the HEC-RAS 3.1.1 output, the water surface elevation of 1-year, 10-year and 100-year storms for existing and proposed conditions are summarized in Table 2 (Page 4). As can be seen in Table 2, the increase to the water surface elevation for existing and developed conditions at the existing 15" culvert is insignificant. Therefore it is believed that the proposed development will have minimal impact on adjacent and downstream properties; and the channel protection, overbank flow protection, and extreme flood protection are not necessary for these drainage areas.

CONCLUSION

Based on the above analysis, the following conclusions are made:

1. It is concluded that Channel Protection is not necessary for Drainage Area 'B' and Drainage Area 'F'.

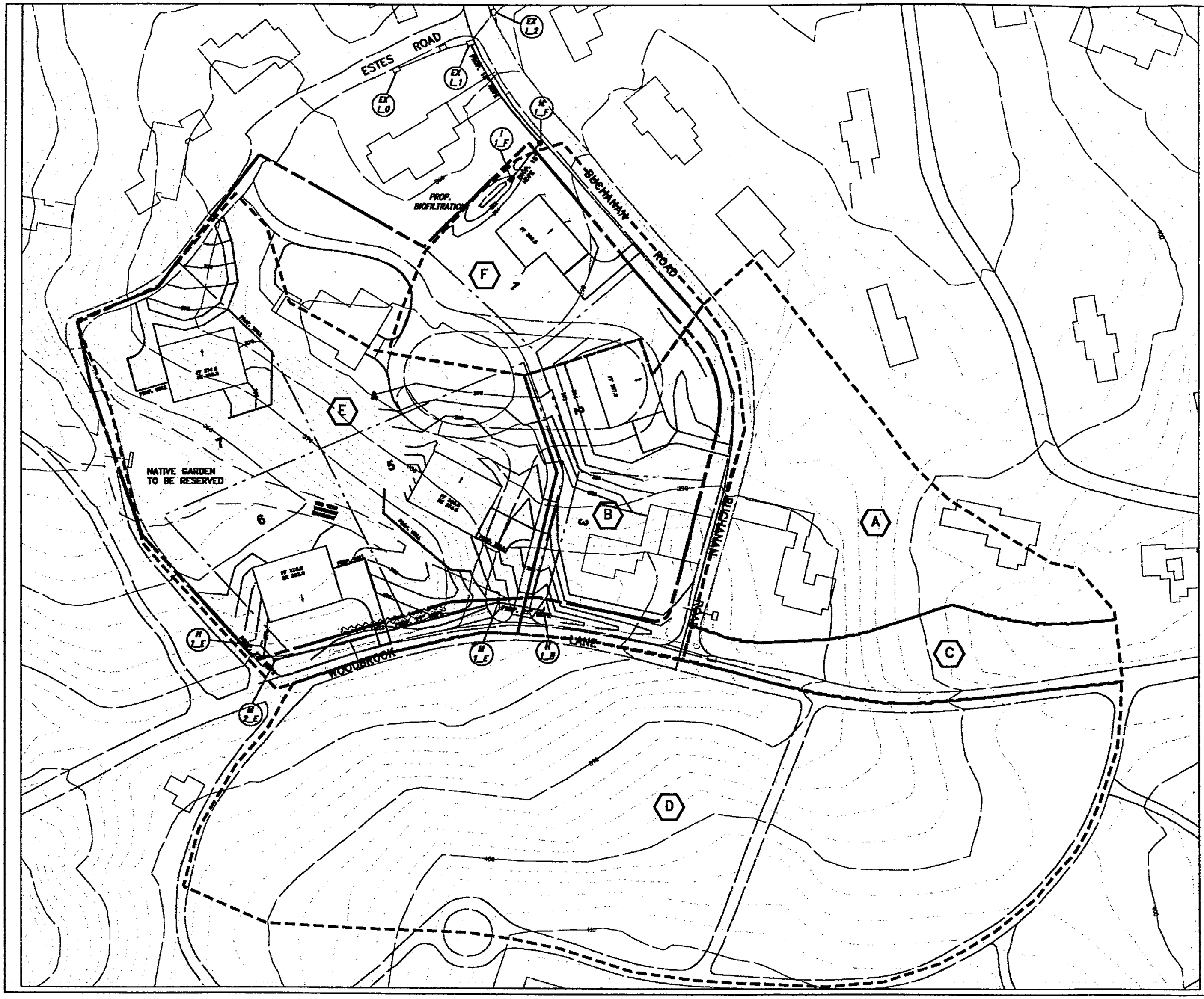
2. It is concluded that by treating / removing existing impervious area within drainage area 'B' and 'E', the water quality and recharge requirements for drainage area 'B' are satisfied.

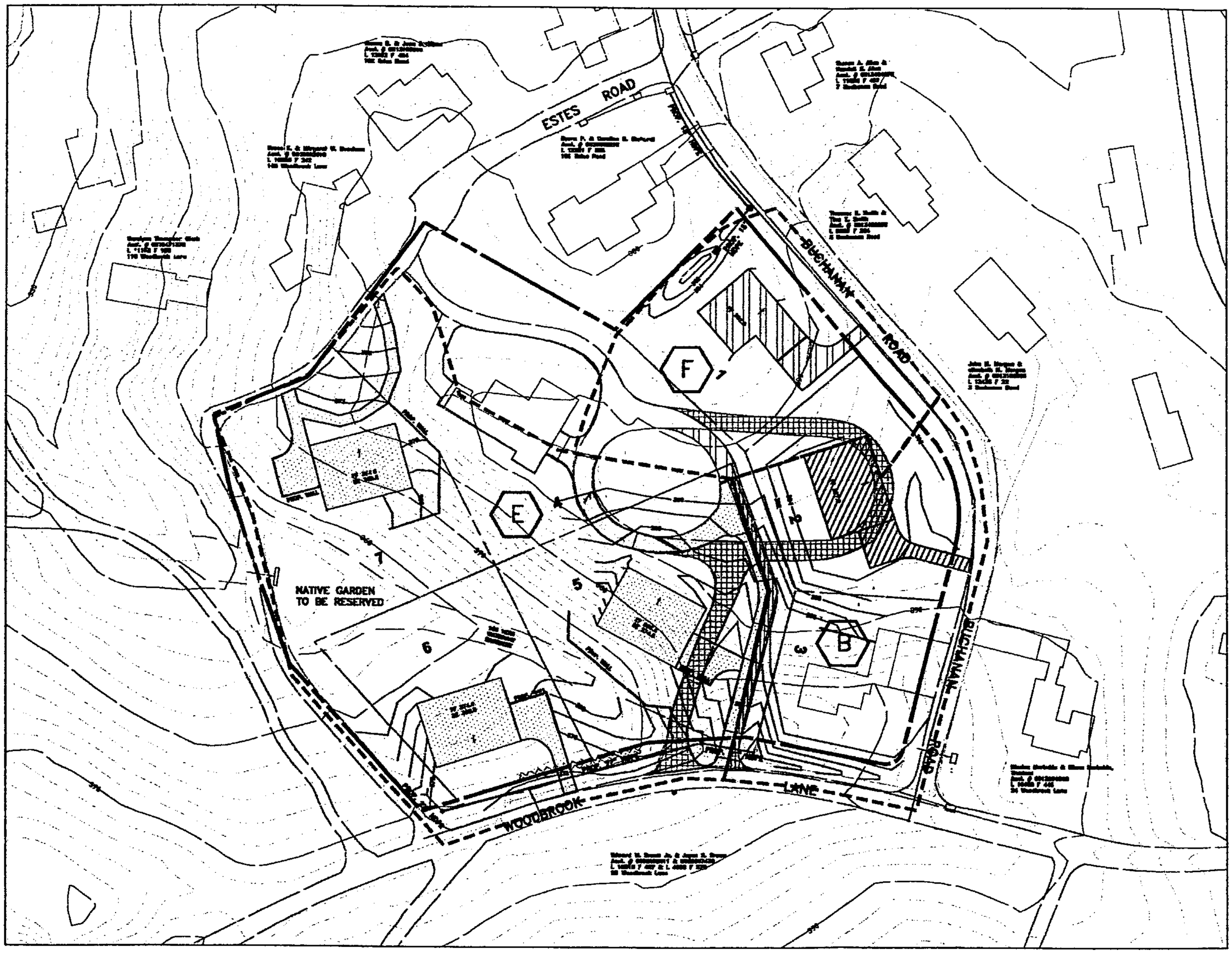
3. It is concluded that the grass channel credit can be applied to Drainage Area 'E' to satisfy Stormwater Management water quality and recharge requirements.

4. Based on the HEC-RAS analysis, the changes in water surface elevation at the existing 15" culvert between existing and developed conditions are considered insignificant for all storm events analyzed (1-yr, 10-yr, and 100-yr). Therefore, a variance under Section 14-155 (d) (1) of Article V of the Baltimore County Code can be applied for Stormwater Management Overbank Protection and Extreme Flood Protection requirements for Drainage Area 'B' and 'E', and channel protection requirement for Drainage Area 'E'.

5. A Bio-filtration Facility is proposed on the northern portion of the property to satisfy Stormwater Management water quality and recharge requirements for Drainage Area 'F'.

6. It is proposed that the existing storm drain system north of the property be extended to the bio-filtration facility to intercept run-off from the site. This system has been analyzed and determined to be adequate to convey this discharge.


ESTES ROAD
BUCHANAN ROAD
PROP. BIOFILTRATION
NATIVE GARDEN TO BE RESERVED
WOODBROOK LANE
A
B
C
D
E
F



KCW Engineering Technologies, Inc. 3106 Lord Baltimore Drive, Suite 110 Baltimore, Maryland 21244 Tele (410) 281-0033 Fax (410) 281-1065 www.KCW-ET.com			OWNER/DEVELOPER WOODBROOK LLC 215 OLD PADONIA ROAD COCKEYSVILLE, MD 21030 Attn: MELVIN C. BENHOFF JR. Tele: (410) 252-0007	REVISIONS DATE / DESCRIPTION	KCW J.O.: 2030192 SCALE 1" = 100' DESIGNED: SK DRAWN: SK CHECKED: DATE: SEPTEMBER 3, 2003 DRAWING NO.

OC
D.P.E.
CBE
MCSR

LOT
1

Black Avenue Rd.

ILEX, DR. KASSAB

SPRUCE

ILEX, DR. KASSAB

SPRUCE

EXISTING
PINUS STROBUS

CRYTOMERIA
YOSHINO

C.Y.

PICEA
ABIES

EXISTING
BLUE ATLAS
CEDAR

CRYTOMERIA
YOSHINO

EXISTING
ILEX OPACA

3-~~Thuja~~
~~Canadian~~
SPRUCE

EXISTING
BUXUS

E.
Home

Plant list to create buffer

2--Ilex comuta--Dr. Kassab holly--8'
3--Cryptomeria japonica--Yoshino--8-10'
~~4--Tsuga canadian hemlock--8'~~
6-Picea abies--Norway spruce--8'
~~4--Thuja standishii--Green Giant arborvitae--8'~~

SEAL LANDSCAPING, INC.

JOB SITE Woodbrook
TITLE Next to Lot 1
SHEET ___ OF ___ SCALE 1"=20'
DRAWN BY WJ APPROVED ___
DATE Mar '03

N

SPOTSWOOD SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

THIS DECLARATION is dated 4/13, 2004, by WOODBROOK, LLC, (the "Developer") its successors and assigns.

R E C I T A L S

A. The Developer is the owner of real estate located in Baltimore County, identified among the Maryland tax records as parcel 161 ("Parcel 161"); and the southern half of Lot 22, and Lots 23-27 of the Woodley subdivision plat (collectively referred to herein as the "Property"), as outlined on **Exhibit A**, attached hereto and incorporated herein.

B. The Developer desires to subject the Property, and the lots located therein (the "Lots"), to the covenants, conditions, restrictions, and easements set forth below, which are for the purpose of protecting the value and desirability of the Property, the Lots and surrounding properties.

C. The Developer has determined that it is in the best interest of the Developer as well as the best interests of future owners of the Lots that the Owners (as defined below) restrict alterations and modifications to any structures, post original construction and sale, so as to not adversely affect surrounding properties and in furtherance of that purpose this Declaration is executed.

D. The Developer desires and intends to impose certain restrictions, covenants and conditions on the Lots.

E. The Developer has determined that it is in the best interest of the Developer as well as the best interests of future owners of the Lots that the Owners (as defined below) restrict alterations and modifications to existing grade and Storm Water Management devices as constructed and in furtherance of that objective this Declaration is executed.

F. The Developer desires and intends to impose certain restrictions, covenants and conditions on the Lots to maintain compliance with any approved Storm Water Management Plans.

G. The Developer has determined that it is in the best interest of the Developer as well as the best interests of future owners of the Lots that the Owners (as defined below) to restrict alterations and modifications to existing landscaping and in furtherance of that purpose this Declaration is executed.

H. The Developer desires and intends to impose certain restrictions, covenants and conditions on the Lots to maintain compliance with any approved landscaping plans.

I. The Developer intends to create enforcements rights among the owners and future owners of the lots to ensure compliance with these Covenants, Conditions, Restrictions, and Easements set forth below.

J. The Developer, furthermore, intends to grant enforcement rights to to those owners of real estate on Buchanan Road, Woodbrook Lane, Estes Road and Meadow road who were Petitioners who filed a Petition before the Zoning Commissioner of Baltimore County, Case No. 03-218-SPH relating to the Developer's proposed development of the Property, all persons who have executed the Agreement of April 13, 2004, between Woodbrook LLC, Melvin Benhoff and the Community, their heirs, successors and assigns and all persons who have executed the Agreement of April 9, 2004 between Woodbrook LLC, Melvin Benhoff and Caroline and Dyson Ehrhardt, their heirs, personal representatives, successors and/or assigns, said agreements having been recorded simultaneously herewith.

K. The Developer hereby declares that the Property shall be held, sold, and conveyed subject to the Covenants, Conditions, Restrictions, and Easements set forth below.

NOW, THEREFORE, WITNESSETH, that the Developer hereby declares that the Lots of the aforesaid Plat shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the real property and be binding on all parties, their successors, personal representatives, heirs and assigns, having any rights, title or interest in such Lots.

Article I. COVENANTS, CONDITIONS, AND RESTRICTIONS

1. The Recitals above are incorporated into this Article.

2. The total number of lots and corresponding residential housing units on the Property shall be seven (7). The Lots and any building or structure now or hereafter erected on a Lot shall be occupied and used for single family residence purposes only, and no building shall be erected, altered, placed on the Lots other than a one detached single family dwelling house not to exceed 35 feet and two (2) stories in height, excluding basement, with a maximum standard three car garage, except as follows:

The house on Lot 4 on **Exhibit A** may exceed two (2) stories in height.

The house on Lot 1 on **Exhibit A** shall not exceed twenty-five (25) feet in height, excluding basement, for a horizontal distance of not less than eighteen (18) feet for the portion of the structure nearest the Ehrhardt property line (as defined below) and shall maintain a thirty (30) feet setback from the nearest Ehrhardt property line. The size of Lot 3 on **Exhibit A** shall be no less than 20,000 square feet.

3. The houses on Lots 1, 2. 3 and 6 shall not exceed four thousand eight hundred (4,800) square feet of living space. The houses on Lots 5 and 7 shall not exceed five thousand eight hundred (5,800) square feet of living space. Living space does not include basements, garages, enclosed or open porches, patios or loft areas. Loft areas shall mean and be construed to as upper areas of rooms where the distance between the floor and ceiling of the room is greater than ten (10) feet. Loft areas do not include indoor balconies, walkways or other interior areas with floors that are intended to function as living space.

4. No building, fence, hedge, privacy enclosure wall, retaining wall, driveway, sign, swimming pool, tank, hot tub, greenhouse, free standing mailbox, gazebo, or structure of any kind (collectively called "Structures") may be commenced, erected, or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including

alterations in exterior color or design) be made, until the plans and specifications, in duplicate, showing the nature, kind, shape, height, materials, color and locations of the structure, addition or alteration shall have been submitted to and approved in writing by an Architectural Review Committee ("ARC").

The ARC shall consider applications for approval of plans, specifications, etc., upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure, addition, or alteration will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations, and/or drainage; factors of public health and safety; the effect of the proposed Structure, addition, or alteration on the use, enjoyment, and value of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed Structure, addition, or alteration taking into account the general aesthetic values of the surrounding area.

The ARC will be comprised of no less than three members but not more than five members, which one member will be Melvin Benhoff, as the representative of Developer. For a period of five years from the date of this Agreement or upon Mr. Benhoff's resignation from the Committee, whichever shall first occur, a replacement shall be selected by the other members of the Architectural Review Committee with the proviso that at all times thereafter, the owners of any of the lots on the property shall be afforded the first opportunity to fill one position on the Committee. All of the remaining members of the Committee shall be selected by the Community.

5. Property fences which shall not be permitted in the front and/or side yards of the homes to be built, and which are built on any of the lots on the Property shall be approved by the ARC in accordance with the standards as attached hereto as **Exhibit B.**

6. Landscaping for each lot shall be maintained in compliance with any approved landscaping plans and in accordance with the criteria as attached hereto as **Exhibit C.**

7. Storm Water Management for the property shall be maintained in compliance with the approved Storm Water Management Plan attached hereto as **Exhibit D**. No building, grading or other work shall be performed to materially alter or cause non-compliance with Exhibit D or the laws and regulations of Baltimore County as applicable at the time of the alteration, whichever standard is more stringent. Each lot owner shall have the obligation to maintain storm water management devices located on its property in a manner to ensure its proper function.

8. Developer, his heirs, successors and assigns agree not to dedicate that portion of the strip of land connecting Estes Road to Woodbrook Lane that it owns for public use nor improve it in such a manner as to cause drainage problems to adjoining properties, provided said strip may remain open for use by those entitled to the use thereof.

9. Covenants, conditions and restrictions 1 through 8 above (the "Covenants') will run with and bind the Property and will be enforceable by the Developer, by the owners of all or any portion of the Property, and the Community or any member thereof until the fortieth (40^{th}) anniversary of the date of this Declaration and thereafter for successive 10 year periods unless, prior to the expiration of the then current term, a written instrument shall be executed by the then

owners of eighty percent (80%) of the Lots which are then subject to the Covenants and recorded among the Land Records of the jurisdiction referred to above, stating that the Covenants shall expire at the end of the then current term. All or any part of the rights and powers (including discretionary powers and rights) reserved by or conferred upon the Developer by this Declaration may be assigned or transferred by the Developer to any successor developer of all or any part of the Property, or to any community association or architectural committee composed of residents of the Property. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of the jurisdiction referred to above, and upon recordation thereof the grantee or grantees of such rights and powers shall thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon the Developer by this Declaration.

10. Enforcement of the Covenants may be initiated by any Owner (as defined below) and shall be by proceedings at law or in equity against any persons or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages.

Article II. RESERVED EASEMENTS

1. Easements for the installation and maintenance of utilities and drainage facilities are hereby reserved by the Developer over the front, side, and rear five feet of each Lot for the installation and maintenance of utilities, storm water sewers, and surface drains. No Structure, planting, or other material shall be placed or permitted to remain within these easements or within any utility or similar easements shown on the Plat, which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements whose maintenance is the responsibility of a governmental body or agency or a public authority or utility Developer. No conveyance by the Developer of any Lot, or of any interest herein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of them, even though the conveyance purports to convey the Lot in fee simple, or by other language purports to convey the Developer's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of the Developer to thereby convey or release the easements.

2. The designation of streets, avenues, roads, and open spaces on the Plat is for the purpose of description only and not dedication, and the rights of the Developer in the same are specifically reserved, and the Developer hereby reserves to itself, its successors and assigns, the right to grade, regrade, and improve the streets, avenues, roads, courts and open spaces as the same may be located on the Plat, including the creation or extension of slopes, banks, or excavation in connection therewith and in the construction of and installation of drainage structures therein.

3. The Developer further reserves to itself, its successors and assigns, the right to grant easements, rights-of-way and licenses to any person, individual, corporate body, or municipalities; to install and maintain pipelines, underground or above ground lines, with the appurtenances necessary thereto, for public utilities or quasi-public utilities, or to grant such other licenses or permits as the Developer may deem necessary for the improvement of the Property in, over, through, upon, and across any and all of the streets, avenues, roads, courts, and open spaces, and in, over, through, upon, and across each and every Lot in the easement area

reserved in Paragraph 1 of Article II of this Declaration or as shown on the Plat. The Developer further reserves to itself, its successors, and assigns, the right to dedicate all of the streets, avenues, roads, courts, open spaces, and easements to public use. No street, avenue, road, court, open space or easement may be laid out or constructed through or across any Lot, except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Developer. Until any street, avenue, road, court, open space or easement is dedicated and accepted for public use by the appropriate governmental authority, all costs associated with maintenance, repair, taxes, and otherwise related to that area will be shared in equal parts by the Owners of Lots 1 through 6.

Article III. DEFINITIONS

"Owner" shall mean and refer to the record title owner, which may be one or more persons or entities, of fee simple title, including contract sellers, but excluding those having such an interest *merely as security for the performance of an obligation.*

"Ehrhardt Property" is a .65 acre parcel of land referred to as Lot 21 PT Lot 22 of the Woodley Subdivision, described among the Baltimore County Land Records in Liber 12281, Folio 598 and identified among the Maryland tax records as Parcel 204 of Map 79, Grid 5.

The "Community" consists of those owners of real estate on Buchanan Road, Woodbrook Lane, Estes Road and Meadow Road who were Petitioners who filed a Petition before the Zoning Commissioner of Baltimore County, Case No. 03-218-SPH ("Petition"), relating to the Developer's proposed development of the Property, and all persons who executed the Agreement of April ____, 2004, between Woodbrook LLC, Melvin Benhoff and the Community) their heirs, personal representatives, successors and/or assigns.

Article IV. GENERAL PROVISIONS

1. Required Modifications. The Developer shall have the right, by instrument duly recorded among the Land Records of the jurisdiction referred to above, which need only be signed by the Developer and the holder of any mortgage or similar lien on the portion of the Property then owned by the Developer to modify the provisions of this Declaration if the modification is required by the Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Government National Mortgage Association or any successor agencies thereto as a condition of the approval by such agency of the Property or any part thereof or any lot thereon for approved mortgage financing purposes under applicable Veterans Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the Government National Mortgage Association, or similar programs, and the consent to the modification by any Lot owner or of the holder of any mortgage or lien on such owner's Lot shall not be required even though the modification relates to portions of the Property no longer owned by the Developer.

2. Lots Subject to Declaration. Each conveyance of a Lot, or of any interest in the Lot, by the Developer, shall be deemed to be subject to this Declaration, whether or not the deed conveying the Lot shall so state.

3. Enforcement. Any Owner or member of the Community shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations,

liens and charges, now or hereafter imposed, by the provisions of this Declaration against Developer, his heirs, successors and assigns and, if successful in such action (whether by judgment or by settlement) in obtaining enforcement, such person(s) shall be entitled to recover reasonable attorneys' fees, expenses and court costs of the action from the person and/or entity against whom enforcement is obtained. However, as a prerequisite to the recovery of reasonable attorneys' fees, expenses and costs under this paragraph, the person or entity seeking enforcement shall serve the alleged violator of the Agreement with written notice of the violation, and only if the alleged violator has failed to remedy or to make substantial progress toward remedying the violation within thirty (30) days after notice is given may legal action be instituted. Notice shall be given by first class mail or hand delivery and shall be deemed to have been given by first class mail when deposited with the United States Postal Service for delivery.

4. Waiver. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

5. Severability. Invalidation of any one of these covenants or restrictions by court order shall not affect the validity of any other provision which shall remain in full force and effect.

6. Termination and Amendment. The Owners, by unanimous consent of all the Owners with respect to the particular easements and with the consent of Baltimore County may terminate or amend any or all of the above provisions. Any amendment or termination must be effected by a written instrument executed and acknowledged by all Owners and recorded among the Land Records of Baltimore County.

WITNESS the due execution of the Declaration of Covenants, Conditions, Restrictions, and Easements by the Developer, the Trustee, and the Bank.

WITNESS/ATTEST: WOODBROOK LLC

By: _____ (SEAL)
Melvin C. Benhoff, Jr., President

STATE OF MARYLAND, CITY/COUNTY OF Balto., to wit:

I HEREBY CERTIFY that on this 13th day of June, 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Melvin C. Benhoff, Jr., who acknowledged himself to be the President of the Grantor of the within Declaration of Covenants, Conditions, Restrictions and Easements and acknowledged that, being authorized to do so, he executed the same on behalf of the Developer for the purposes therein contained.

AS WITNESS my hand and notarial seal.

_____
Notary Public

My Commission Expires: 8/1/07

This instrument has been prepared by an attorney, under such attorney's supervision, or by one of the parties named in this instrument.

G. Scott Barhight
Whiteford, Taylor & Preston L.L.P.
210 W. Pennsylvania Avenue
Towson, Maryland 21204
410-832-2000

LIST OF EXHIBITS

Exhibit A	Plan of Development
Exhibit B	Standard Fence Details
Exhibit C	Standard Landscaping Specifications
Exhibit D	Storm Water Management Plan

Respondent's Ex 1A

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212

October 4, 2002

HAND DELIVERY

David Pinning, RLA
Master Plan Coordinator
Baltimore County Office of Planning
County Courts Building
Suite 406
401 Bosley Avenue
Towson, Maryland 21204

Dear Dave:

Thank you very much for attending the Woodbrook community meeting this past Monday, September 30. We appreciate your interest in the issues raised by the development of the Cohen property. We hope that the information which you received at the meeting will be useful to you when your office considers the developer's plan to build seven new houses at that location.

I am enclosing with this letter a copy of a letter which I sent today to David Thomas at the Department of Public Works. The sewage and water drainage issues are very significant and in our view should be addressed by both Mr. Thomas' office and the Office of Planning when reviewing the developer's request for building permits and a minor subdivision plan.

We are very concerned that the developer will start submitting requests for building permits for Lots 22 through 27 in a piecemeal fashion so that the individuals at the County who are charged with signing off on the permits will not immediately identify the permits as relating to the addition of seven houses to the neighborhood. It is my understanding that building permits will have to pass through your office to be approved. We hope that in considering the building permits, your office will consider all of the issues associated with building on Lots 22 through 27, including that each of the lots is undersized for a DR1 zoned area, Lots 24 through 27 are in DR1, and along with the adjoining property which the developer has purchased will

result in the construction of five houses, which in addition to the current house will result in six homes on approximately 5½ or less acres in a DR1 area.

We appreciate your consideration of these issues.

Please call me if you have any questions.

Sincerely yours,

Steven A. Allen

SAA/llz
Enclosures

Resp. Ex 1B

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212

October 4, 2002

HAND DELIVERY

David L. Thomas, P.E.
Assistant to the Director
Baltimore County Department of Public Works
County Office Building
Suite 307
111 West Chesapeake Avenue
Towson, Maryland 21204

Dear Mr. Thomas:

Thank you very much for meeting with me yesterday to discuss sewage and drainage problems in the Buchanan Road/Woodbrook Lane area of Baltimore County.

As I told you yesterday, a developer, Melvin Benhoff, Jr., using the entity Woodbrook LLC, has purchased a parcel of approximately six acres at the intersection of Woodbrook Lane and Buchanan Road on which he intends to construct seven new houses and renovate the existing house at 104 Woodbrook Lane. Enclosed please find a copy of a tax map, obtained from the Maryland Department of Assessments and Taxation web site, which depicts the area in question. Woodbrook LLC has purchased the area which is highlighted in yellow comprising one-half of Lot 22, Lots 23, 24, 25, 26 and 27 and the area designated as P161. Currently, there are no houses on the portion of Lot 22 and Lots 23 through 27. Woodbrook LLC intends to construct five houses on those lots. Woodbrook LLC also intends to construct two new houses on the property designated P161.

As we discussed yesterday, it is my understanding that sewage for the area is handled through the Woodbrook Pumping Station, which is located at the bottom of Buchanan Road in the approximate location which I have highlighted in yellow on Lot No. 14. The Woodbrook Pumping Station was built many years ago and there is a serious concern in the community regarding whether or not it is adequate to support the seven additional houses which

Woodbrook LLC intends to construct. The residents of the homes built on Lots 12, 13, 14 and 18 are fearful that if the additional homes cause the pumping station to fail that sewage will back up through the toilets in their homes causing great damage. Another concern involves a natural pond on the property designated as Lot 13, which is immediately adjacent to the Pumping Station. The pond empties into Lake Roland. If the Pumping Station is inadequate to support the seven additional houses, there is a risk of a back-up or an overflow which would flow into the pond and pose a significant threat of contaminating the lake.

The residents at the bottom of Buchanan Road also regularly encounter a serious drainage problem associated with water flowing down Buchanan Road. The drainage flow which is not adequately controlled by storm water drains. I am advised that the residents who live on the lots designated as 12, 13 and 14 often encounter flood like conditions on their properties, including basement flooding. There is a serious concern that the addition of the seven houses which Woodbrook LLC intends to build will cause additional run-off problems. I am also advised by the owner of Lot 13 that silt and other debris associated with the current drainage problem is filling in the pond which will cause future problems for the residents at the bottom of Buchanan Road and Lake Roland.

I have enclosed with this letter reports from the Maryland Department of Assessments and Taxation regarding Lots 22 through 27 and the area designated as P161 on the tax map. These reports include the Account Identifier for each of the lots in question.

We very much appreciate your consideration of the issues associated with building additional houses on Lots 22 through 27 and the area designated as P161. We expect that the developer will shortly begin applying for building permits for Lots 22 through 27 and that these issues need to be addressed before permits are issued.

Please call me if you have any questions.

Sincerely yours,

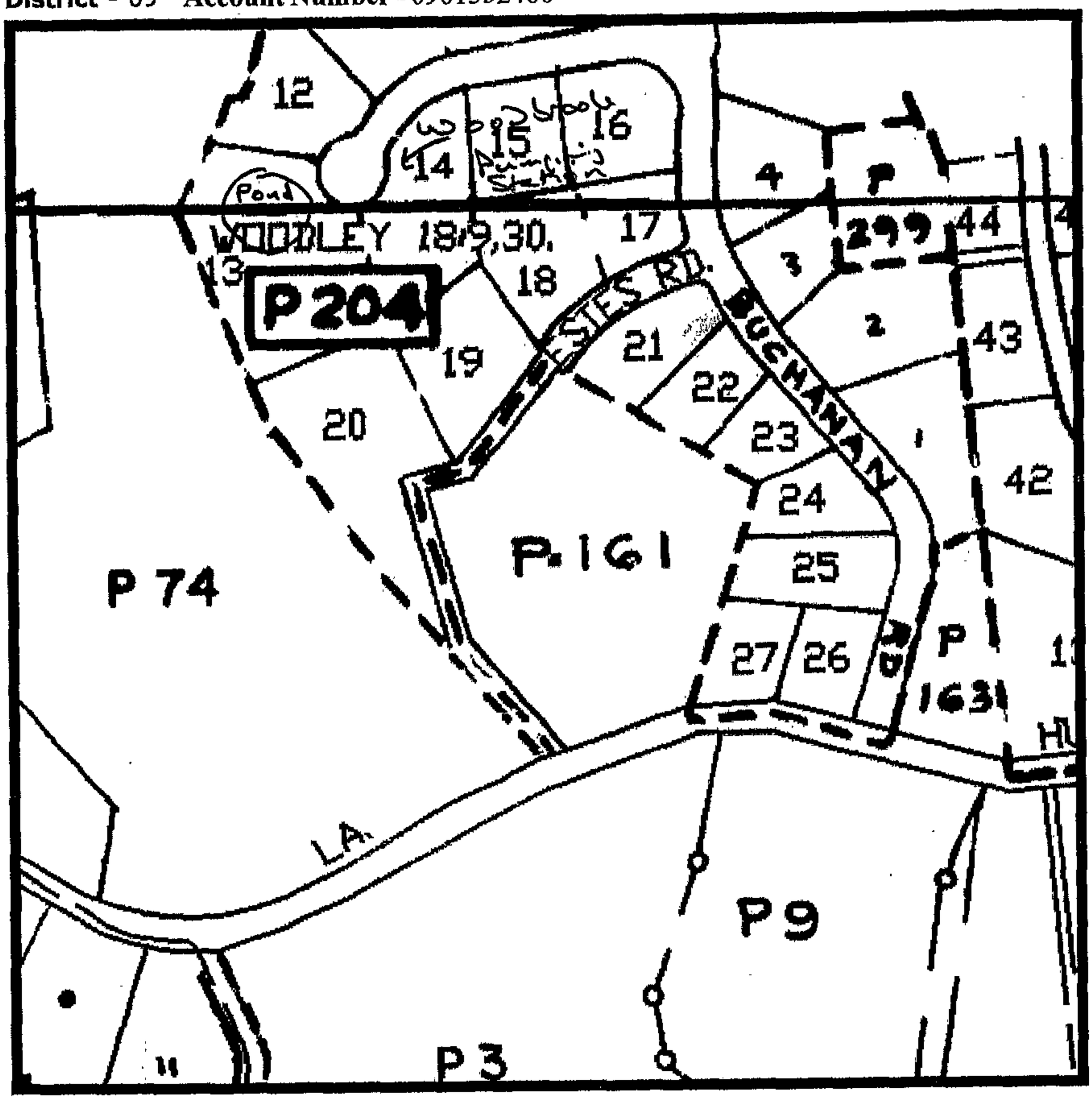
Steven A. Allen

SAA/llz
Enclosures

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

Go Back
View Map
New Search

District - 09 **Account Number** - 0901352460



Property maps provided courtesy of the Maryland Department of Planning ©2001.
For more information on electronic mapping applications, visit the Maryland Department of Planning web site at
www.mdp.state.md.us

Click here for a plain text ADA compliant screen.

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

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New Search

Account Identifier: **District -** 09 **Account Number -** 0901352464

Owner Information

Owner Name:	WOODBROOK LLC	**Use:**	RESIDENTIAL
		Principal Residence:	NO
Mailing Address:	215 OLD PADONIA RD COCKEYSVILLE MD 21030-4919	**Deed Reference:**	1) /16825/ 23 2)

Location & Structure Information

Premises Address	Zoning	*Legal Description*
BUCHANAN RD		PT LT 22 WOODLEY

Map	Grid	Parcel	Subdivision	Section	Block	Lot	Group	Plat No:	
79	5	204				22	81	**Plat Ref:**	18/ 30

Special Tax Areas **Town**
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		.17 AC	04

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	*Phase-in Assessments* As Of 07/01/2002	As Of 07/01/2003
Land:	3,400	3,400		
Improvements:	0	0		
Total:	3,400	3,400	3,400	3,400
Preferential Land:	0	0	0	0

Transfer Information

Seller:	COHEN ALAN B	**Date:**	09/16/2002	**Price:**	$700,000
Type:	MULT ACCTS ARMS-LENGTH	**Deed1:**	/16825/ 23	**Deed2:**	
Seller:	MCCORMICK ROBERT N	**Date:**	03/07/1979	**Price:**	$0
Type:	NOT ARMS-LENGTH	**Deed1:**	/ 5996/ 144	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

Click here for a plain text ADA compliant screen.

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

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New Search

Account Identifier: **District** - 09 **Account Number** - 0901352463

Owner Information

Owner Name:	WOODBROOK LLC	**Use:**	RESIDENTIAL
		Principal Residence:	NO
Mailing Address:	215 OLD PADONIA RD COCKEYSVILLE MD 21030-4919	**Deed Reference:**	1) /16825/ 23 2)

Location & Structure Information

Premises Address	Zoning	Legal Description
BUCHANAN RD		.269 AC WOODLEY

Map	Grid	Parcel	Subdivision	Section	Block	Lot	Group	Plat No:	
79	5	204				23	81	Plat Ref:	18/ 30

Special Tax Areas **Town** **Ad Valorem** **Tax Class**

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		11,732.00 SF	04

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	69,230	26,730		
Improvements:	0	0		
Total:	69,230	26,730	26,730	26,730
Preferential Land:	0	0	0	0

Transfer Information

Seller:	COHEN ALAN B	**Date:**	09/16/2002	**Price:**	$700,000
Type:	MULT ACCTS ARMS-LENGTH	**Deed1:**	/16825/ 23	**Deed2:**	
Seller:	MCCORMICK ROBERT N	**Date:**	03/07/1979	**Price:**	$0
Type:	NOT ARMS-LENGTH	**Deed1:**	/ 5996/ 144	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

Click here for a plain text ADA compliant screen.

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

Go Back
View Map
New Search

Account Identifier: **District** - 09 **Account Number** - 0901352465

Owner Information

Owner Name:	WOODBROOK LLC	**Use:**	RESIDENTIAL
		Principal Residence:	NO
Mailing Address:	215 OLD PADONIA RD COCKEYSVILLE MD 21030-4919	**Deed Reference:**	1) /16825/ 23 2)

Location & Structure Information

Premises Address	Zoning	Legal Description
BUCHANAN RD		.864 AC LTS 24-25 WOODLEY

Map	Grid	Parcel	Subdivision	Section	Block	Lot	Group	Plat No:	
79	5	204				24	81	Plat Ref:	18/ 30

Special Tax Areas	Town Ad Valorem Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		.86 AC	04

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	43,000	48,370		
Improvements:	0	0		
Total:	43,000	48,370	44,790	46,580
Preferential Land:	0	0	0	0

Transfer Information

Seller:	COHEN ALAN B	**Date:**	09/16/2002	**Price:**	$700,000
Type:	MULT ACCTS ARMS-LENGTH	**Deed1:**	/16825/ 23	**Deed2:**	
Seller:	MCCORMICK ROBERT N	**Date:**	03/07/1979	**Price:**	$0
Type:	NOT ARMS-LENGTH	**Deed1:**	/ 5996/ 144	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

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New Search

Account Identifier: **District** - 09 **Account Number** - 0901352462

Owner Information

Owner Name: WOODBROOK LLC

Mailing Address: 215 OLD PADONIA RD
COCKEYSVILLE MD 21030-4919

Use: RESIDENTIAL
Principal Residence: NO
Deed Reference: 1) /16825/ 23
2)

Location & Structure Information

Premises Address
WOODBROOK LA

Zoning

Legal Description
.382 AC
WOODLEY

Map	Grid	Parcel	Subdivision	Section	Block	Lot	Group	Plat No:
79	5	204				26	81	Plat Ref: 18/ 30

Special Tax Areas

Town

Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		16,639.00 SF	04

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	70,650	28,150		
Improvements:	0	0		
Total:	70,650	28,150	28,150	28,150
Preferential Land:	0	0	0	0

Transfer Information

Seller: COHEN ALAN B	**Date:** 09/16/2002	**Price:** $700,000	
Type: MULT ACCTS ARMS-LENGTH	**Deed1:** /16825/ 23	**Deed2:**	
Seller: MCCORMICK ROBERT N	**Date:** 03/07/1979	**Price:** $0	
Type: NOT ARMS-LENGTH	**Deed1:** / 5996/ 144	**Deed2:**	
Seller:	**Date:**	**Price:**	
Type:	**Deed1:**	**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

Go Back
View Map
New Search

Account Identifier: **District** - 09 **Account Number** - 0901352461

Owner Information

Owner Name: WOODBROOK LLC

Mailing Address: 215 OLD PADONIA RD
COCKEYSVILLE MD 21030-4919

Use: RESIDENTIAL
Principal Residence: NO
Deed Reference: 1) /16825/ 23
2)

Location & Structure Information

Premises Address
WOODBROOK LA

Zoning

Legal Description
.369 AC
WOODLEY

Map	Grid	Parcel	Subdivision	Section	Block	Lot	Group	Plat No:	
79	5	204				27	81	Plat Ref:	18/ 30

Special Tax Areas
Town
Ad Valorem
Tax Class

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		16,091.00 SF	04

Stories	Basement	Type	Exterior

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	70,520	28,020		
Improvements:	0	0		
Total:	70,520	28,020	28,020	28,020
Preferential Land:	0	0	0	0

Transfer Information

Seller:	COHEN ALAN B	**Date:**	09/16/2002	**Price:**	$700,000
Type:	MULT ACCTS ARMS-LENGTH	**Deed1:**	/16825/ 23	**Deed2:**	
Seller:	MCCORMICK ROBERT N	**Date:**	03/07/1979	**Price:**	$0
Type:	NOT ARMS-LENGTH	**Deed1:**	/ 5996/ 144	**Deed2:**	
Seller:		**Date:**		**Price:**	
Type:		**Deed1:**		**Deed2:**	

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

Maryland Department of Assessments and Taxation
BALTIMORE COUNTY
Real Property Data Search

Go Back
View Map
New Search

Account Identifier: **District** - 09 **Account Number** - 0901352460

Owner Information

Owner Name: WOODBROOK LLC

Mailing Address: 215 OLD PADONIA RD
COCKEYSVILLE MD 21030-4919

Use: RESIDENTIAL
Principal Residence: NO
Deed Reference: 1) /16825/ 20
2)

Location & Structure Information

Premises Address
104 WOODBROOK LA

Zoning

Legal Description
3.7 AC NS
1014 WOODBROOK LA
W BUCHANAN RD

Map	Grid	Parcel	Subdivision	Section	Block	Lot	Group	Plat No:
79	5	161					81	Plat Ref:

Special Tax Areas **Town** **Ad Valorem** **Tax Class**

Primary Structure Built	Enclosed Area	Property Land Area	County Use
1878	8,281 SF	3.70 AC	04

Stories	Basement	Type	Exterior
2 1/2	YES	STANDARD UNIT	STUCCO

Value Information

	Base Value	Value As Of 01/01/2002	Phase-in Assessments As Of 07/01/2002	As Of 07/01/2003
Land:	344,000	375,750		
Improvements:	435,610	512,350		
Total:	779,610	888,100	815,773	851,936
Preferential Land:	0	0	0	0

Transfer Information

Seller:	COHEN ALAN B	**Date:** 09/16/2002	**Price:** $975,000
Type:	IMPROVED ARMS-LENGTH	**Deed1:** /16825/ 20	**Deed2:**
Seller:	MCCORMICK ROBERT N	**Date:** 03/07/1979	**Price:** $0
Type:	NOT ARMS-LENGTH	**Deed1:** / 5996/ 144	**Deed2:**
Seller:		**Date:**	**Price:**
Type:		**Deed1:**	**Deed2:**

Exemption Information

Partial Exempt Assessments	Class	07/01/2002	07/01/2003
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: NO
Exempt Class:

Special Tax Recapture:

* NONE *

Resp Ex 1C

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212
(410) 339-6769 (OFFICE)
(410) 377-0724 (HOME)

October 18, 2002

HAND DELIVERY

David L. Thomas, P.E.
Assistant to the Director
Baltimore County Department of Public Works
County Office Building
Suite 307
111 West Chesapeake Avenue
Towson, Maryland 21204

Dear Mr. Thomas:

Following up on my letter of October 4, 2002, regarding sewage and drainage issues in the Buchanan Road/Woodbrook Lane area of Baltimore County, I wanted to let you know that the builder, Woodbrook LLC/Melvin Benhoff, Jr., has filed an application for a building permit for Lot 26, which has been designated as 2 Buchanan Road, 21212, and that it is our understanding, based upon a conversation with Mr. Benhoff, that he intends to file future applications for building permits for Lots 24, 25, 27 and 22/23 in the near future, in addition to constructing a minor subdivision of two additional houses, plus the renovation of a third house, on the land next to the above-referenced lots.

Because of our ongoing concerns about inadequate drainage and sewage, I wanted to bring to your attention the fact that the first building permit is working its way through the system. As I previously indicated to you, we are very concerned that the developer will try to pick off the building permits, one by one, so as to avoid the consideration of the full impact of seven additional houses, and the renovation of the eighth, with regard to sewage capacity and the current drainage problems. There are currently no storm water drains on the bottom portion of Buchanan Road resulting in water build-up and flooding after heavy rains.

Thank you for your continued consideration of this matter.

Please call me if you have any questions.

Sincerely yours,

Steven A. Allen

SAA/llz

Resp Ex 1D

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212
410-339-6769 (OFFICE)
410-337-0724 (HOME)

October 25, 2002

VIA HAND DELIVERY

Mr. Robert Barett
Special Assistant to County Executive
C. A. Dutch Ruppersberger
Courthouse, Second Floor
400 Washington Avenue
Towson, Maryland 21204

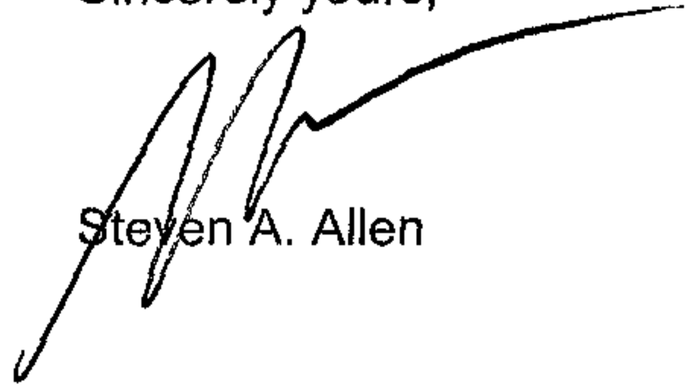
Dear Mr. Barett:

Enclosed please find copies of a Petition which was filed yesterday with the Zoning Commissioner requesting a special hearing regarding the development which Woodbrook LLC, which is controlled by Melvin Benhoff, Jr., intends to build in the Woodbrook subdivision of Baltimore County and letters which were sent today and last week to Arnold Jablon regarding the construction of the seven new houses and renovation of the eighth which Mr. Benhoff proposes for the neighborhood. As you will note from the Petition, most of the residents of the Woodbrook subdivision object to the development which will cause increased density and will significantly alter the character of this established neighborhood.

An application for a building permit filed by Woodbrook LLC/Mr. Benhoff for 2 Buchanan Road is currently working its way through the County Government for the first of the seven new houses to be built in the neighborhood. We believe that the County should take no action on the building permit until such time as the Zoning Commissioner has a full opportunity to conduct a hearing and consider our Petition. We would very much appreciate the assistance of the County Executive to delay the issuance of the building permit until such time as the Petition to the Zoning Commissioner can be decided.

Thank you for your consideration of this request.

Sincerely yours,



Steven A. Allen

SAA/llz
Enclosures

Resp Ex 1E

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212
410-339-6769 (OFFICE)
410-337-0724 (HOME)

October 18, 2002

VIA HAND DELIVERY

Mr. Arnold Jablon, Director
Permits & Development
Baltimore County Government
111 W. Chesapeake Avenue
Towson, Maryland 21204

Dear Mr. Jablon:

I am writing this letter on behalf of the residents of the Woodbrook area of Baltimore County which is comprised of Woodbrook Lane, Meadow Road, Estes Road and Buchanan Road, zip code 21212. The neighborhood is located off Charles Street, behind the Brown Memorial Church. The purpose of this letter is to request that Baltimore County require Woodbrook LLC, which intends to build seven new houses and renovate an eighth house on approximately 5.5 acres in the community, of which approximately 4.8 acres is zoned DR-1, to obtain a variance or decision from the Zoning Commissioner to allow the development before any building permits are issued.

Recently, a developer, Woodbrook LLC, which is controlled by a builder named Melvin Benhoff, Jr. purchased the property in the Woodbrook community from individuals named Alan and Miriam Cohen. Woodbrook LLC/Mr. Benhoff intend to erect seven houses on the 5.5 acre property, and to renovate the existing house which is located thereon. On approximately 4.8 acres, which is zoned DR-1, Mr. Benhoff intends to construct six houses and renovate the existing house, which will result in seven houses on a 4.8 acre tract in a DR-1 zone. The lots on which four of the houses will be built in the DR-1 zone, which are between approximately 16,300 square feet to approximately 23,000 square feet each, are substantially below the current minimum lot requirements for a DR1 zone in Baltimore County.

Mr. Benhoff purchased the property from the Cohens by dividing the approximate 5½ area property into two deeds, one for a 3.7 acre parcel on which the existing house is located and the other for a parcel of approximately 1.8 acres, for which a plat was recorded in 1952, but upon which no houses have been built since the date of recordation. Attached hereto is a copy of the plat which shows, in yellow, the property which Mr. Benhoff has purchased. The two parcels are designated on the plat as P161, representing the 3.7 acre parcel with existing house, and Lots 22 through 27, which as noted above, comprise approximately 1.8 acres. For your information, Mr. Benoff only purchased about one-half of Lot 22, which was broken into two pieces over ten years ago. Mr. Benhoff proposes to combine the portion of Lot 22 which he purchased with Lot 23 to build one house. Lots 22 and 23 are in a DR-2 zone. Mr. Benhoff proposes to build six new houses on Lots 24 through 27, and the area identified on the map as P161. The DR-1 zone begins a few feet south of the line between Lots 23 and 24 and encompasses all of P161, approximately 90% to 95% of Lot 24, and all of Lots 25, 26 and 27.

The construction of the seven houses and renovation of the eighth house should be treated as a major subdivision development. The property has been used by one owner, as a single residential property for 50 years. Although the developer caused the Cohens to split the property into two parcels in order to create the illusion and fiction that two separate properties were purchased, so that he could claim that he is not creating a major subdivision by building seven new houses and renovating the eighth, and instead only creating a minor subdivision of three houses on 3.7 acres, and building five houses on platted lots unrelated to the development of the 3.7 acres, that illusion and fiction should not control development decisions with regard to the property. The simple fact is that the builder is creating one development.

The interrelationship of the platted Lots 22 to 27, to the 3.7 acre parcel, shown as P161, is further proved by the fact that even the developer recognizes that the lots are too small for the subdivision which he intends to build. The developer has stated that he intends to add 3,000 to 4,000 square feet to each of the Lots 22/23, 24, 25 and 27, by creating a use easement in favor of each of those lots on land within P161, so that the persons who purchase the lots will effectively have larger lots for each of their houses. To avoid a formal lot line adjustment, which would require county approval, the developer intends to alter the size of the lots, which he recognizes are too undersized for the houses he intends to build, by making an informal lot line adjustment with easements, to get below the county's radar screen. This is a clear example of why the lots should be considered and treated as part of a major 8 house subdivision, subject to current county land use and zoning requirements.

It would be highly disruptive to the present community to treat the development of the two artificially created contiguous parcels, on which a single major subdivision of seven houses and the renovation of an eighth is going to take place, as anything other than a major subdivision development in a pre-existing community and the creation of greater density in the DR-1 area than the law allows.

The development which Woodbrook LLC is planning also violates the Community Plan which The Ruxton Riderwood Lake Roland Improvement Association has filed with the County. Under that Plan, the construction of seven new houses, six of which will be in a DR zone of less than 5 acres, would be an unsuitable and inappropriate in-fill development in this settled community.

The construction of the seven new houses also raises serious issues regarding storm water drainage and sewage. Currently, there are no storm drains at the cul de sac at the bottom of Buchanan Road resulting in significant water run-off and flooding in that area. The addition of five houses on Lots 22 through 27 will cause additional water run-off down Buchanan Road and will create a greater storm water management problem in the future. In addition, there are unresolved issues regarding sewage which is currently handled by the Woodbrook Pumping Station, which is likewise at the bottom of Buchanan Road. We are concerned that the County has not adequately studied or addressed the storm water drainage and sewage issues in the context of the seven new houses which the developer intends to build, including environmental issues related thereto, but rather, because of the piecemeal manner by which the developer intends to make application for the permits, may only consider the issue in the context of the issuance of individual building permits without consideration of the bigger picture.

On behalf of the community, we ask that the County require the builder to file a request for variance or a petition with the Zoning Commissioner to determine whether or not construction of the seven houses and renovation of the eighth on the land purchased by Woodbrook LLC will have the practical effect of creating a major subdivision; whether the lot line adjustment between Lots 21 and 22, whereby one-half of Lot 22 was sold to the owners of Lot 21 many years ago, had the effect of invalidating the existing platting of Lots 22 through 27, which have never been built upon, requiring a new plat in compliance with current zoning and land use law and regulations; and whether the platted Lots 24 to 27, which are in a DR-1 zone, are too significantly undersized to allow for the development Woodbrook LLC has planned.

As a prerequisite to the issuance of any building permits for Lots 22 through 27, a decision should be made by the County regarding whether the development of these lots, which will be part of the development of a single subdivision which also includes the parcel identified as P161, which must comply with current law and regulations. Under the facts of this case, the construction of the seven new houses and renovation of the eighth should require the development be treated as a major subdivision and the builder should be required to either obtain a variance or go through the development process to obtain proper platting of the land.

On October 3, 2002, the builder applied for a building permit for Lot 26. The building permit has been designated by the developer as applying to 2 Buchanan Road. Because of the pendency of the application for building permit for Lot 26, the issues relating to whether or not the property can be developed in a manner inconsistent with current regulations and land usage policy need to be addressed before any further action on the application for building permit for Lot 26 takes place.

Permitting the development of a major subdivision in this existing neighborhood without a concept plan, community input and proper consideration of density, including consideration of the fact that the lots on which 50% of the houses will be built are substantially undersized, would be an end around the proper manner in which such development should take place under current zoning and land use law. The developer should not be permitted to manipulate the development process by pretending that the construction of seven new houses, and the renovation of the eighth on the 5.5 acres it purchased from the Cohens should be treated as something other than a major subdivision. The simple fact is that the developer plans to develop a single subdivision of eight houses.

The mere fact that several of the lots, which have never been built upon, were platted a half century ago should not trump current zoning and land use requirements. The 50 year old plat for the five lots should be deemed to have expired. The construction of five houses on the platted lots, four of which will be in a DR-1 zone of less than two acres, which is part of a subdivision in which seven houses will be in a DR-1 zone of less than five acres, would permit the developer to do something indirectly which the law would not permit him to do directly. The major subdivision which Woodbrook LLC plans to build should be required to go through the normal major development approval process.

Thank you very much for your consideration of this letter. Please call me if you have any questions.

Sincerely yours,

Steven A. Allen

SAA/llz
Enclosures

cc: David Carroll, Director, Baltimore County Department of Environmental Protection and Resource Management
Councilman Wayne M. Skinner
County Executive C. A. Dutch Ruppersberger
John Alexander, Land Use Planner

Resp Ex 1F

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212
410-339-6769 (OFFICE)
410-337-0724 (HOME)

October 25, 2002

VIA HAND DELIVERY

Mr. Arnold Jablon, Director
Permits & Development
Baltimore County Government
111 W. Chesapeake Avenue
Towson, Maryland 21204

Dear Mr. Jablon:

Enclosed please find a copy of a Petition to the Zoning Commissioner requesting a special hearing regarding the development which Woodbrook LLC plans to build in the Woodbrook subdivision of Baltimore County. This is the same development which was the subject of my October 18, 2002 letter to you and a building permit which has been applied for by Woodbrook LLC for 2 Buchanan Road.

In light of the Petition, and the various issues raised in my previous letter to you, we would appreciate if the County would please delay issuing the building permit for 2 Buchanan Road until such time as the Zoning Commissioner can conduct a hearing and reach a decision on the Petition.

We appreciate your consideration of this request.

Please call me if you have any questions.

Sincerely yours,

Steven A. Allen

SAA/llz
Enclosures

cc: County Executive C. A. Dutch Ruppersberger
David Carroll, Director, Baltimore County Department of Environmental Protection and Resource Management
Patrick Keller, Director, Baltimore County Office of Planning
Councilman Wayne M. Skinner

Resp Ex 16

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212
410-339-6769 (OFFICE)
410-337-0724 (HOME)

October 29, 2002

HAND DELIVERY

Mr. Arnold Jablon, Director
Permits & Development
Baltimore County Government
111 W. Chesapeake Avenue
Towson, Maryland 21204

Dear Mr. Jablon:

In my recent letters to you regarding the Petition to the Zoning Commissioner requesting a special hearing which has been filed by the Ruxton Riderwood Lake Roland Area Improvement Association and the residents of the Woodbrook subdivision of Baltimore County, about the proposed development by the Woodbrook LLC/Melvin Benhoff, Jr. of a major subdivision consisting of seven new houses and the renovation of an eighth in our neighborhood, I advised you that a building permit had been applied for by the Woodbrook LLC/Melvin Benhoff for 2 Buchanan Road. I learned today that on October 20, 2002, the address associated with the building permit was changed from 2 Buchanan Road to 100 Woodbrook Lane. The permit number is B500681. This is the permit which we believe should not be acted upon until such time as the Zoning Commissioner has an opportunity to decide the issues raised in the Petition and Request for Special Hearing.

Please contact me if you have any questions.

We appreciate your consideration to this request.

Sincerely yours,

Steven A. Allen

SAA/llz

cc: County Executive C. A. Dutch Ruppersberger
Councilman Wayne M. Skinner
David Carroll, Director, Baltimore County Department of Environmental Protection and Resource Management
Patrick Keller, Director, Baltimore County Office of Planning
Edward Adams, Director, Baltimore County Department of Public Works

Resp Ex 1H

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212
410-339-6769 (OFFICE)
410-337-0724 (HOME)

October 29, 2002

HAND DELIVERY

Mr. Edward Adams, Director
Baltimore County Department of Public Works
111 W. Chesapeake Avenue
Towson, Maryland 21204

Dear Mr. Adams:

A developer named Woodbrook LLC, which is controlled by a builder named Melvin Benhoff, Jr., intends to build seven new houses, which will be in the range of 4,000 to 8,000, or more, square feet each, and renovate an eighth house in the Woodbrook subdivision of Baltimore County. The land on which the developer intends to build the houses, is currently the subject of a Petition by the Ruxton Riderwood Lake Roland Area Improvement Association and most of the residents of the Woodbrook community for a special hearing before the Zoning Commissioner to determine whether or not the developer can build the number of houses in the settled community as the developer currently has planned.

There are serious issues involving this development regarding storm water drainage and sewage. Enclosed please find copies of letters which I have previously sent to David Thomas and Arnold Jablon regarding the proposed development. One of the letters to David Thomas contains a map which shows the area where the houses are planned.

The builder has applied for a building permit to build the first of the seven new houses. The application for permit number is B500681.

The community strongly believes that the application should not be issued until such time as the Zoning Commissioner can decide the various issues raised in the Petition and a full and complete analysis is made of the effect of the construction of seven new houses in this area on storm water management and sewage. Currently, water from the area in which the developer intends to build the seven new houses drains down Buchanan Road, which ends at a cul de sac. There are no storm drains at the bottom of Buchanan Road and accordingly, the residents in that area frequently encounter significant water build-up on their properties. There is also a small pond at the bottom of Buchanan Road, which empties into Lake Roland,

which is filling with silt and other debris from the water run-off. As a prerequisite to building the seven new houses which the developer proposes, adequate storm water management and storm drains are needed at the bottom of Buchanan Road.

There are also serious issues as to whether or not the Woodbrook Pumping Station, which is similarly located at the bottom of Buchanan Road, is adequate to handle the seven new houses, each of which presumably will have four to five bathrooms each.

We are concerned that the manner in which the developer is applying for individual building permits, may hide the fact that a full subdivision of seven new houses is being built and that adequate consideration of storm water management and sewage issues will not be properly addressed on an individual permit by permit basis. In light of the developer's plans for seven new houses for the project, we believe that the consideration of each permit should include a consideration of the full effect the seven new houses will have on storm water management and sewage.

We appreciate your consideration of this request.

Please call me if you have any questions.

Sincerely yours,

Steven A. Allen

SAA/llz
Enclosures

Resp Ex- 1 I

STEVEN A. ALLEN
7 BUCHANAN ROAD
BALTIMORE, MARYLAND 21212
410-339-6769 (OFFICE)
410-337-0724 (HOME)

October 29, 2002

HAND DELIVERY

Mr. Robert Barett
Special Assistant to County Executive
C. A. Dutch Ruppersberger
Courthouse, Second Floor
400 Washington Avenue
Towson, Maryland 21204

Dear Bob:

Enclosed please find a copy of a letter which was sent today to Arnold Jablon clarifying the address and permit number of the building permit about which I have written you.

Sincerely yours,

Steven A. Allen

SAA/llz
Enclosure

Respondent's Ex #2

BALTIMORE COUNTY

ZONING REGULATIONS

ADOPTED BY

COUNTY COMMISSIONERS

OF

BALTIMORE COUNTY

March 30, 1955, in accordance with Title 30, Section 532 (c) of the Code of Public Local Laws of Baltimore County (1955 Edition).

1955

Michael J. Birmingham
President

Robert B. Hamill
Augustine J. Muller
County Commissioners of Baltimore County

Francis T. Peach
County Solicitor

George M. Berry
Deputy Solicitor

Wilsie H. Adams
Zoning Commissioner

Section 102—GENERAL REQUIREMENTS

102.1—No land shall be used or occupied and no building or structure shall be erected, altered, located, or used except in conformity with these regulations and this shall include any extension of a lawful nonconforming use.

102.2—No yard space or minimum area required for a building or use shall be considered as any part of the yard space or minimum area for another building or use.

102.3—No portion of an alley shall be considered as any part of a side or rear yard.

102.4—No dwelling shall be built on a lot containing less than 20,000 square feet which does not abut on a right-of-way at least 30 feet wide over which the public has an easement of travel.

102.5—On a corner lot in any residential zone no planting, fence, wall, building or other obstruction to vision more than 3 feet in height shall be placed or maintained within the triangular area bounded on two sides by the front and side street property lines, or by projection of said lines to their point of intersection, and on the third side by a straight line connecting points on said lot lines (or their projections) each of which points is 25 feet distant from the point of intersection. At the intersection of a street and an alley the dimension corresponding to the 25 feet noted above shall be 15 feet; at the intersection of two alleys—10 feet. Poles, posts, and guys for street lights and for other utility services shall not be considered obstructions to vision within the meaning of this sub-section.

102.6—No building permit shall be issued for any commercial, industrial or apartment development until the proposed plan for vehicular access thereto shall have been first approved by the office of Planning and the Division of Engineering, Department of Public Works of Baltimore County.

Section 103—APPLICATION OF ZONING REGULATIONS

103.1—These Regulations shall apply as of the date of their adoption but the provisions pertaining to use, height, area and density of population shall not apply to any development, subdivision or parcel of

land, the preliminary plan for which was originally submitted to the then Baltimore County Planning Commission, now Planning Board, and approved or tentatively approved (including any approval made subject to any condition or conditions) under the then existing official procedure in Baltimore County, prior to the adoption of these Regulations. The zoning regulations applicable to any such development, subdivision or parcel of land as aforesaid shall be the zoning regulations in effect at the time such plan, as aforesaid, was originally submitted to the Baltimore County Planning Commission.

103.2—When any public use ceases or when title of unzoned public land passes into private ownership, public land or buildings shall not be used for private purposes until they shall have been zoned in conformance with these Regulations.

Section 104—NONCONFORMING USES

104.1—A lawful nonconforming use existing on the effective date of the adoption of these regulations may continue; provided that upon any change from such nonconforming use to any other use whatsoever, or any abandonment or discontinuance of such nonconforming use for a period of one year or more, or in case any nonconforming business or manufacturing structure shall be damaged by fire or other casualty to the extent of seventy-five (75) per cent of its replacement cost at the time of such loss, the right to continue or resume such nonconforming use shall terminate. No nonconforming building or structure and no nonconforming use of a building, structure, or parcel of land shall hereafter be extended more than 25% of the ground floor area of buildings so used.

Baltimore County
Department of Permits and
Development Management

Development Processing
County Office Building
111 West Chesapeake Avenue
Towson, Maryland 21204
pdmlandacq@co.ba.md.us

November 20, 1998

James D. Grammer, Associate
McKee & Associates, Inc.
Shawan Place, Suite 1
5 Shawan Road
Hunt Valley, Maryland 21030

Dear Mr. Grammer:

RE: Lots 23-27 of Woodley Subdivision, G.L.B. #18, Folio 30,
9th Election District

The described subject property, currently zoned D.R. -1 was approved as a subdivision by the Baltimore County Planning Commission on May 27, 1952.

Because most of the subdivision has been developed with all of the required infrastructures and most of the lots have houses on them, the subdivision is vested. The zoning regulations in effect at that time were effective as of January 2, 1945 until March 30, 1955.

This subdivision was in an 'A' residence zone, which has the following area requirements:

1. 25 - foot front yard setback;
2. 7 - foot side yard setbacks;
3. minimum average depth of 20 feet with a 15 foot minimum at any one point;
4. a minimum lot area of 5,000 square feet; and
5. 50 - foot width of the property at the front building line.

RECEIVED NOV 30 1998

Respondent's Ex #3

Other agency restrictions would apply.

I trust that the information set forth in this letter is sufficiently detailed and responsive to the request. If you need further information or have any questions, please do not hesitate to contact me at 410-887-3391.

Very truly yours,

John R. Alexander
Planner II
Zoning Review

JRA:cjs

Pet Ex # 2

Baltimore County Government
Department of Permits and Development Management

111 West Chesapeake Avenue
Towson, MD 21204

410-887-3321
(fax) 410-887-2877

November 1, 2002

Mr. Steve A. Allen
7 Buchanan Road
Baltimore, MD 21212

Dear Mr. Allen:

Arnold Jablon, Director of the Department of Permits and Development Management (PDM) has asked me to respond to your letter of October 18, 2002, and a subsequent letter of October 29, 2002, concerning the issuance of building permits on existing lots of record in the Woodbrook area and the submission of a minor subdivision on an adjacent property.

We have determined the existing lots of record in question are vested under an old record plat and are therefore valid for the issuance of building permits. As you stated in your second letter, the building permit for 100 Woodbrook Lane is being reviewed in anticipation of issuance. The applicant knows of the intention of the filing of a petition for special hearing before the Baltimore County Zoning Commissioner for a determination on the validity of the lot and has been advised that if and when the permit is issued, he is proceeding at his own risk. He has been told that if the zoning commissioner makes a finding adverse to his position, the property would have to be returned to its condition prior to the issuance of the building permit.

The proposed minor sub-division was submitted today. That property with the single family home proposing subdivision into three lots (one existing and two new) appears to meet the requirements for such submission of subdivision, pending the petitioner's ability to meet all county standards. The subject property will be posted with a notice of such submittal.

I am not aware of any law or regulation that will preclude the developer from moving forward in either his application for building permits or for the approval of the minor subdivision.

Should you have any questions, you can contact me directly at 410-887-3321.

Sincerely,

Donald T. Rascoe

Donald T. Rascoe
Development Manager

DTR:dak

STATE OF MARYLAND
DEPT OF ASSESSMENTS AND TAXATION
CUST ID:0000095159 3
WORK ORDER:0000634461
DATE:08-29-2002 01:30 PM
AMT. PAID:$100.00

WOODBROOK, LLC

ARTICLES OF ORGANIZATION

THE UNDERSIGNED, in order to form a limited liability company under and by virtue of the Maryland Limited Liability Company Act, Md. Corps & Assns. Code Ann., Section 4A-101 et seq (the "MD LLC Act"), does hereby acknowledge and certify to the Maryland State Department of Assessments and Taxation as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "Company") is:

WOODBROOK, LLC

SECOND: The purposes for which the Company is formed are:

(A) To carry on and conduct a general real estate development business and, to the same extent as natural persons might or could do, to purchase or otherwise acquire, and to hold, own, maintain, work, develop, subdivide, sell, lease, exchange, hire, convey, mortgage, or otherwise dispose of and deal in lands and leaseholds, and any interest, estate, and rights in real property, either improved or unimproved, and any personal or mixed property, and any franchises, rights, licenses, or privileges necessary, convenient, or appropriate for any of the purposes herein expressed.

(B) To improve, manage, develop, sell, assign, transfer, lease, mortgage, pledge, or otherwise dispose of, or turn to account or deal with, all or any part of the property of the company, and from time to time to vary any investment or employment of capital of the company.

(C) To borrow money, and to make and issue notes, bonds, debentures, obligations, and evidences of indebtedness of all kinds, whether secured by mortgage, pledge, or otherwise, without limit as to amount, and to secure the same by mortgage, pledge, or otherwise, and generally to make and perform agreements and contracts of every kind and description.

(D) To do everything necessary and proper for the accomplishment of any of the purposes, or the attainment of any of the objects, or the furtherance of any of the powers hereinbefore set forth, either alone or in association with other corporations, firms, or individuals, and to do every other act or acts, thing or things, incidental to or growing out of or connected with the aforesaid business or powers, or any part or parts thereof; provided, the same is not inconsistent with the laws under which this company is organized.

Pet Ex #3

(E) In general, to carry on any lawful business whatsoever in connection with the foregoing or which is calculated directly or indirectly to promote the interest of the Company and to have and to exercise all the rights, powers and privileges which are now or may hereafter be conferred by the laws of the State of Maryland upon limited liability companies formed under said laws;

(F) To conduct its operations and activities in the State of Maryland and in any other states in these United States of America and its territories and possessions and in any foreign country, the world over.

The aforementioned enumeration of the purposes, objects and business of the Company is made in furtherance, and not in limitation, of the powers conferred upon the Company is made in furtherance, and not in limitation, of the powers conferred upon the Company by law, and is not intended, by the mention of any particular purposes, object or business, to limit or restrict any of the powers of the Company. The Company is formed upon the articles, conditions and provisions herein expressed, and subject to all particulars and to the limitations relative to limited liability companies which are contained in the general laws of this State.

THIRD: The present address of the principal office of the Company in the State of Maryland is 215 Old Padonia Road, Cockeysville, Maryland 21030. The Company shall have such other or additional offices as may, from time to time, be determined necessary by the Members. The resident agent of the Company in the State of Maryland is **MELVIN C. BENHOFF, JR.**, whose address is 215 Old Padonia Road, Cockeysville, Maryland 21030. Said resident agent is a citizen of the State of Maryland who resides in the State of Maryland.

FOURTH: The Operating Agreement of the Company, and all modifications and amendments thereto, shall be in writing.

IN WITNESS WHEREOF, I have signed these Articles of Organization and acknowledged them to be my act this 27th day of August, 2002.

WITNESS:

Alfred Brennan Jr. By: Melvin C Benhoff (SEAL)
MELVIN C. BENHOFF, JR.
Organizer

MAPQUEST

ORBITZ

Send To Printer Back to Map

104 Woodbrook Ln
Baltimore MD
21212-1034 US

Notes:

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PETITIONER'S EXH.

Pet Ex #15

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

TO: Arnold Jablon, Director
Department of Permits and
Development Management

DATE: January 10, 2003

FROM: Arnold F. 'Pat' Keller, III
Director, Office of Planning

'03

SUBJECT: 104 Woodbrook Lane

INFORMATION:

Item Number: 03-218

Petitioner: J. Carroll Holzer

Zoning: DR 1/DR 2

Requested Action: Special Hearing

SUMMARY OF RECOMMENDATIONS:

In response to the issues raised by the petitioner regarding the subject Special Hearing, the Office of Planning submits the following answers to questions as referenced by number:

1. Yes, section 304 of the BCZR is applicable, specifically 304.1.C, which states that "the owner of the lot does not own sufficient adjoining land to conform to the width and area requirements contained in these regulations." In this case the owner does own sufficient adjoining land for lots 22-27.
2. PDM to respond.
3. PDM to respond.
4. PDM to respond.
5. The minor subdivision plan that was submitted dated November 1, 2002 and entitled Plat of Spotswood - 104 Woodbrook Lane, does not show a transfer of land from the proposed minor subdivision to lots 22, 23, 24, 25 and 27.
6. Zoning to respond.

7. The adopted community plan for this area, *The Ruxton Riderwood Lake Roland Area Community Plan,* has several statements that might be considered applicable.

   - P. 11 "To enter the Ruxton-Riderwood-Lake Roland Area Community from any direction is to be struck by its quality of respite. Grand old estates and more modest households are situated on narrow winding roads…These mature neighborhoods work hard to safeguard the environmental and architectural treasures in their midst, and to resist the negative effects of over-development."
   - P. 11 "Over development is perceived by area residents to be among the foremost threats to the character of the community."
   - P. 11 In-fill development which is considered inappropriate
   - P. 11 The zoning designation of land within and surrounding the community is the legal tool governing how that land may be developed. When a community seeks to protect itself, having the proper zoning in place is vital.

8. DPR and DEPRM to respond.
9. DPR to respond.
10. PDM to respond.
11. PDM to respond.
12. PDM to respond.
13. PDM to respond.
14. PDM to respond.
15. PDM to respond.
16. PDM to respond.
17. Baltimore County does not enforce covenants.
18. PDM to respond.
19. PDM to respond.
20. PDM to respond.
21. NA

Prepared by: _____

Section Chief: _____

AFK/LL:MAC

TITLE HISTORY OF PROPERTY

Date	September 1, 1933
Grantor	Safe Deposit & Trust Company of Baltimore
Grantee	T. Buchanan Blakiston & Jessie Black Blakiston
Deed Reference	Liber 912 Page 377
Property Description	Entire Property

Date	March 16, 1946
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	F. Colston Young & Nellie B. Young, his wife
Deed Reference	Liber 1445 Page 42
Property Description	3.7 acres

Date	June 30, 1950
Grantor	F. Colston Young & Nellie B. Young, his wife
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 1851 Page 388
Property Description	3.7 acres

Date	August 4, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 2151 Page 286
Property Description	Lots 24 & 25

Date	September 9, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 2173 Page 185
Property Description	Lot 27

Pet Ex #5

Date	October 29, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	Webb G. Seibold & Phyllis K. Seibold, his wife
Deed Reference	Liber 2197 Page 235
Property Description	Lots 21 & 22

Date	December 10, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	S. James Campbell
Deed Reference	Liber 2225 Page 375
Property Description	Lot 23

Date	September 23, 1954
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	C. Davis Hogendorp & Mary Jane Hogendorp, his wife
Deed Reference	Liber 2564 Page 422
Property Description	Lot 26

Date	October 5, 1954
Grantor	C. Davis Hogendorp & Mary Jane Hogendorp, his wife
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 2567 Page 564
Property Description	Lot 26

Date	October 11, 1954
Grantor	H. Guy Campbell & Grace M. Campbell, his wife
Grantee	S. James Campbell
Deed Reference	Liber 2619 Page 429
Property Description	0.08 acre, part of lot 24

Date	December 20, 1954
Grantor	Webb G. Seibold & Phyliss K. Seibold, his wife
Grantee	Leila R. Turk
Deed Reference	Liber 2618 Page 278
Property Description	Lots 21 & 22

Date	December 30, 1954
Grantor	Leila R. Turk
Grantee	S. James Campbell
Deed Reference	Liber 2631 Page 523
Property Description	Part of lot 22

Date	May 29, 1956
Grantor	S. James Campbell & Mary Jo Campbell, his wife
Grantee	Mary E. Harris
Deed Reference	Liber 2943 Page 205
Property Description	Part of lot 22 Lot 23 0.08 acre part of lot 24

Date	May 29, 1956
Grantor	Mary E. Harris
Grantee	S. James Campbell & Mary Jo Campbell, his wife, t/e
Deed Reference	Liber 2943 Page 208
Property Description	Part of lot 22 Lot 23 0.08 acre part of lot 24

Date	January 22, 1962
Grantor	S. James Campbell & Mary Jo Campbell, his wife, t/e
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 3957 Page 564
Property Description	Part of lot 22 Lot 23 0.08 acre part of lot 24

Date	January 7, 1970
Grantor	S. James Campbell, Executor
Grantee	James C. Alban, III & Carolyn C. Alban
Deed Reference	Liber 5064 Page 475
Property Description	First – 3.7 acres Second – Part of lot 22 Third – Lot 23 Fourth – Lots 24 & 25 Fifth – Lot 26 Sixth – Lot 27

Date	June 1, 1977
Grantor	James C. Alban, III
Grantee	Robert N. McCormick & Barbara K. McCormick, his wife
Deed Reference	Liber 5759 Pasge 506
Property Description	I – 3.7 acres II – Part of lot 22 III – Lots 23, 24, 25, 26 & 27

Date	March 5, 1979
Grantor	Robert N. McCormick & Barbara K. McCormick, his wife
Grantee	Alan B. Cohen & Miriam L. Cohen, his wife
Deed Reference	Liber 5996 Page 144
Property Description	I – 3.7 acres II – Part of lot 22 III – Lots 23, 24, 25, 26 & 27

Date	September 12, 2002
Grantor	Alan B. Cohen & Miriam L. Cohen, his wife
Grantee	Woodbrook LLC
Deed Reference	6825/020
Property Description	3.7 acres

Date	September 12, 2002
Grantor	Alan B. Cohen & Miriam L. Cohen, his wife
Grantee	Woodbrook LLC
Deed Reference	6825/024
Property Description	Southernmost Part of lot 22 Lots 23, 24, 25, 26 & 27

SINGLE DEED CONVEYANCES OF THE PROPERTY
PURCHASED BY WOODBROOK LLC

1970	Date	January 7, 1970
	Grantor	S. James Campbell, Executor
	Grantee	James C. Alban, III & Carolyn C. Alban, his wife
	Deed Reference	Liber 5064 Page 475
	Property Description	First – 3.7 acres Second – Part of Lot 22 Third – Lot 23 Fourth – Lots 24 and 25 Fifth – Lot 26 Sixth – Lot 27
1977	Date	June 1, 1977
	Grantor	James C. Alban, III
	Grantee	Robert N. McCormick & Barbara K. McCormick, his wife
	Deed Reference	Liber 5759 Page 506
	Property Description	I – 3.7 acres II – Part of Lot 22 III – Lots 23, 24, 25, 26 & 27 "The improvements are now known as 104 Woodbrook Lane"
1979	Date	March 5, 1979
	Grantor	Robert N. McCormick & Barbara K. McCormick, his wife
	Grantee	Alan B. Cohen & Miriam L Cohen
	Deed Reference	Liber 5996 Page 144
	Property Description	I – 3.7 acres II – Part of Lot 22 III – Lots 23, 24, 25, 26, & 27 "The improvements are now known as 104 Woodbrook Lane"

Pet Ex #6

2002	Date	September 12, 2002
	Grantor	Alan B. Cohen & Miriam L. Cohen, his wife
	Grantee	Woodbrook LLC
	Deed Reference	6825/020
	Property Description	3.7 acres of land "The improvements thereon being now or formerly known as No. 104 Woodbrook Lane."
	Date	September 12, 2002
	Grantor	Alan B. Cohen & Miriam L. Cohen, his wife
	Grantee	Woodbrook LLC
	Deed Reference	6825/023
	Property Description	Southernmost Part of Lot 22 Lots 23, 24, 25, 26 And 27 "As to all Lots" "Being Parcels II and III as described in Deed dated March 5, 1979 . . . ."

ACQUISITION OF ENTIRE PROPERTY
BY
H. GUY CAMPBELL & GRACE CAMPBELL

Date	June 28, 1950
Grantor	F. Colston Young & Nellie B. Young, his wife
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 1851 Page 388
Property Description	3.7 acres
Date	August 4, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	H. Guy Campbell & Grace M. Campbell
Deed Reference	Liber 2151 Page 286
Property Description	Lots 24 & 25
Date	September 9, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston, his wife
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 2173 Page 185
Property Description	Lot 27
Date	October 5, 1954
Grantor	G. Davis Hogendorp, Inc.
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 2567 Page 564
Property Description	Lot 26
[Date	October 11, 1954
Grantor	H. Guy Campbell & Grace M. Campbell, his wife
Grantee	S. James Campbell
Deed Reference	Liber 2619 Page 429
Property Description	Campbell conveyed out 0.08 acre part of lot 24]

Pet Ex #7

Date	January 22, 1962
Grantor	S. James Campbell & Mary Jo Campbell, his wife
Grantee	H. Guy Campbell & Grace M. Campbell, his wife
Deed Reference	Liber 3957 Page 564
Property Description	Part of lot 22 Lot 23 0.08 acre part of lot 24

[S. James Campbell acquired lot 23 on December 10, 1952 and part of lot 22 on December 30, 1954]

Pet Ex #8

PART OF LOT 22, LOT 23 AND 0.08 ACRE PART OF LOT 24 AS A SINGLE LOT

Date	December 10, 1952
Grantor	T. Buchanan Blakiston & Jessie Black Blakiston
Grantee	S. James Campbell
Deed Reference	Liber 2225 Page 375
Property Transferred	Lot 23

Date	October 11, 1954
Grantor	H. Guy Campbell & Grace M. Campbell, his wife
Grantee	S. James Campbell
Deed Reference	Liber 2619 Page 429
Property Transferred	0.08 acre of land, part of lot 24

Date	May 29, 1956
Grantor	S. James Campbell & Mary Jo Campbell, his wife
Grantee	Mary E. Harris
Deed Reference	Liber 2943 Page 205
Property Transferred	0.08 acre of land, part of lot 24 Lot 23 Part of lot 22

Date	May 29, 1956
Grantor	Mary E. Harris
Grantee	S. James Campbell & Mary Jo Campbell, his wife, t/e
Deed Reference	Liber 2943 Page 208
Property Transferred	0.08 acre of land, part of lot 24 Lot 23 Part of lot 22

Date	January 22, 1962

Grantor	S. James Campbell & Mary Jo Campbell, his wife
Grantee	H. Guy Campbell & Grace M. Campbell
Deed Reference	
Property Transferred	0.08 acre, part of Lot 24 Lot 23 Part of lot 22 Liber 3957 p. 564
Date	January 7, 1970
Grantor	S. James Campbell, Executor of Grace Campbell Estate
Grantee	James C. Alban, III & Carolyn C. Alban, his wife
Deed Reference	Liber 5064 Page 475
Property Transferred	First – 3.7 acres Second – Part of lot 22 Third – Lot 23 Fourth – Lots 24 & 25 Fifth – Lot 26 Sixth – Lot 27
Date	June 1, 1977
Grantor	James C. Alban, III
Grantee	Robert N. McCormick & Barbara K. McCormick, his wife
Deed Reference	Liber 5759 Page 506
Property Transferred	I – 3.7 acres II – Part of Lot 22 III – Lots 23, 24, 25, 26, 27
Date	March 5, 1979
Grantor	Robert N. McCormick & Barbara K. McCormick, his wife
Grantee	Alan B. Cohen & Miriam L. Cohen, his wife
Deed Reference	Liber 5996 Page 144
Property Transferred	I – 3.7 acres II – Part of Lot 22 III – Lots 23, 24, 25, 26, 27

Date	September 12, 2002
Grantor	Alan B. Cohen & Miriam L. Cohen
Grantee	Woodbrook LLC
Deed Reference	6825/023
Property Transferred	Southernmost Part of Lot 22 Lots 23, 24, 25, 26 & 27

and that at any time during the said lease the said lessor his heirs or assigns shall pay unto the said lessee his executors administrators or assigns the sum of Ten Dollars as renewal fine execute and deliver or cause to be executed and delivered to the said Lessee his executors administrators or assigns at his or their request and cost a new lease of the above demised property for another term of Ninety nine years to commence at the expiration of this subject to the same rent and with the same covenants as that herein hereby created may be renewable and renewed from time to time forever.

Witness the hands and seals of the parties hereto.

Test: John Dunn. Barbara Frauenknecht (seal)

C Edward Schmaltzriedt (seal)

State of Maryland City of Baltimore to wit:

I hereby certify that on this 1st day of September in the year one thousand nine hundred and thirty three before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared Barbara Frauenknecht Lessor and C Edward Schmaltzriedt Lessee and severally acknowledged the foregoing Lease to be their respective act.

As Witness my hand and Notarial Seal.

(Notarial Seal) John Dunn Notary Public.

Recorded Sept 2nd 1933 at 12 M & Exd.

per Louis Sol. Merryman Clerk.

Pet Ex #4

Safe Deposit & Trust Co

Deed to

T Buchanan Blackinton & wf.
(R D 977.66)

This deed made this first day of September in the year one thousand nine hundred and thirty three by and between the Safe Deposit and Trust Company of Baltimore a body corporate duly incorporated under the laws of the State of Maryland Trustee as hereinafter mentioned party of the first part and T Buchanan Blackinton and Jessie Black Blackinton his wife of the City of Baltimore in the State of Maryland parties of the second part. Whereas John E Hurst deceased was at the time of his death seized and possessed of the fee simple property hereinafter described and

Whereas the said John E Hurst departed this life on or about the eleventh day of April 1926 leaving a last will and testament dated December 17th 1925 and duly admitted to probate by the Orphans Court of Baltimore County and is of record in the office of the Register of Wills of said Court in Will Liber J P C No 29 folio 73 whereby the said Safe Deposit and Trust Company of Baltimore was constituted and appointed Trustee of his estate with full power and authority to sell all or any part of the property constituting a part of said trust estate of which the lot of ground hereinafter described is a part and

Whereas the said Safe Deposit and Trust Company of Baltimore Trustee as aforesaid acting by virtue and in pursuance of the power and authority conferred upon it by said will has sold the property hereinafter described subject to and with the benefit of the provisions hereinafter contained and set forth to the said party of the second part at and for the sum of Seventy seven thousand Dollars ($77000.00) and whereas the full purchase price of said property has been paid and entered to the said Trustee the receipt whereof is hereby acknowledged.

Now therefore this deed witnesseth that for and in consideration of the premises and the

Pet Ex #4

sum of Twenty seven thousand Dollars ($27000.00) the said Safe Deposit and Trust Company of Baltimore trustee as aforesaid acting by virtue and in pursuance of the power and [illegible] conferred upon it by the above recited will doth hereby grant and convey unto the said Blackiston and Jessie Blackiston his wife as tenants by the entireties their heirs and assigns unto the survivor of them his or her heirs and assigns in fee simple subject to the benefit of the provisions hereinafter set forth all that lot of ground situate in the City of Baltimore in the State of Maryland and which by recent survey made by J. F. Pedrick and Company Surveyors is described as follows that is to say;

Beginning for the same in the center of Hurstleigh Avenue at the distance of eighteen and forty one hundredths feet southwesterly from the center of Charles Street Avenue and running thence north seven degrees six minutes west passing over a stone on the north side of Hurstleigh Avenue for a distance of eight hundred and sixty two feet to a stake set at the distance of twenty four and seventy five one hundredths feet westerly from the north west corner of the wall of the sunken garden thence north twenty degrees fifteen minutes west four hundred and twenty four feet to a post at the end of the north five and one half degrees west twenty and one third perches line of the third parcel of land described in a deed dated May 16th 1911 and recorded among the Land Records of Baltimore County in Liber W.P.C. No 570 folio 241 etc. was conveyed by the Mercantile Trust Company to John K. Hurst thence bounding on the outlines of the third parcel of land described in the aforesaid deed reversely the two following courses and distances viz: south eighty four degrees fifty six minutes west seven hundred seventy four and forty two one hundredths feet to a large poplar tree south thirty seven degrees thirty one minutes west two hundred and thirty feet to a stone

Baltimore County Land Rec W P C No 570 Folio 341

together with the buildings and improvements thereupon and the rights alleys ways waters privileges appurtenances and advantages to the same belonging or in anywise appertaining.

To Have and To Hold the said lot of ground and premises unto and to the proper use of the said parties of the second part as tenants by the entireties their assigns and unto the survivor of them his or her heirs and assigns in fee simple subject to and with the benefit of the following provisions:

(a) The parties of the second part hereto their heirs and assigns shall have the right to use the electric supply water supply gas supply and telephone supply as the same now exists or shall exist as hereinafter provided and lead to the property hereby conveyed over under and across the remaining property of which the said John E Hurst died seized of fronting on Charles Street however right of the Charles Street Road subject to the party of the first part its successors and assigns to relocate or cause to be relocated on said remaining land anyand all pipes conduits supply lines and/ or wires pertaining to said utilities in the event that the party of the first and its successors and assigns shall deem any such relocation or relocations desirable.

(b) The party of the first part for itself its successors and assigns hereby retains the right to have the water run from the ponds in the garden as now existing for the benefit of the remaining property of said John E Hurst deceased fronting on Charles Street.

And the said Grantor Trustee as aforesaid hereby covenants that it has not done nor suffered to be done any act matter or thing whatsoever to encumber the property hereby granted and conveyed and it will warrant specially the property hereby granted and conveyed and it will execute such further assurances of said land as may be requisite.

Witness the signature of the said body corporate Trustee as aforesaid by the hand of V.P. 3rd Asst Vice President and its corporate seal hereto affixed.

Attest; Safe Deposit and Trust Company of

Wm P C Reinhardt (Corporate Seal) Baltimore Trustee.

Asst Secretary. By W H Hubner 3rd Vice President

State of Maryland Baltimore City to wit:

I hereby certify that on this first day of September in the year one thousand nine hundred and thirty three before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared W H Hubner the 3rd Vice President of the said Safe Deposit and Trust Company of Baltimore Trustee as aforesaid the within named Grantor and he acknowledged the aforegoing deed to be the act of the said body corporate as such Trustee.

As witness my hand and Notarial Seal.

(Notarial Seal) Chas C Reinhardt Notary Public.

Recorded Sept 3rd 1933 at 11:30 A M & Exd.

per Louis Mol. Merryman Clerk.

T Buchanan Blackiston & wf. to The Equitable Trust Co.

This Mortgage made this first day of September in the year One thousand nine hundred and thirty three by and between T Buchanan Blackiston and Jessie Black Blackiston his wife of the City of Baltimore in the State of Maryland parties of the first part Mortgagors and The Equitable Trust Company a body corporate duly incorporated under the laws of the State of Maryland party of the second part Mortgagee.

Liber 1445 p. 42

2

STATE OF MARYLAND CITY OF BALTIMORE TO WIT

I HEREBY CERTIFY that on this 16th day of February in the year one thousand nine hundred and forty-six before me the subscriber a Not-ry Public of the State of M-ryland in and for the City of Baltimore aforesaid personally appeared William F Bolton and M-ry E Bolton his wife the grantors named in the above deed and they acknowledged the aforegoing Deed to be their act

AS WITNESS my hand and Notarial Seal

(Notarial Seal)

Sadye B Jacobs

Notary Public

Recorded Mar 19 1946 at 10:50 A M and exd per

(Recorded by C A B)

ROBERT J SPITTEL CLERK

(Exd by J&D

104451) THIS DEED Made this 16th day of March in the year one thous-

T BUCHANAN BLAKISTON & WF) and nine hundred and forty-six by and between T BUCHANAN BLAKISTON

Deed to) AND JESSIE BLACK BLAKISTON his wife of BALTIMORE COUNTY

F COLSTON YOUNG & WF) STATE OF MARYLAND parties of the first part and F COLSTON

U S S $35.75 S S $32.50) YOUNG AND NELLIE B YOUNG his wife of the same place parties

of the second part

WITNESSETH that in consideration of the sum of Five Dollars and other valuable considerations this day paid the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said parties of the second part as tenants by the entireties the survivor of them their assigns and the heirs and assigns of the survivor in fee simple all that lot of ground situate in Baltimore County in the State of Maryland and which according to a survey made by Albert E Pohmer on March 14 1946 is found to be within the following metes bounds courses and distances that is to say

BEGINNING for the same at a point in the centre line of Woodbrook Lane at the distance of sixteen and twenty-six one-hundredths feet measured northeasterly along the center line of Woodbrook Lane from the end of the south forty-one degrees thirty-eight minutes east three hundred and eighty-eight and eighty-three one-hundredths feet line of the land which by deed dated September 1 1933 and recorded among the Land Records of Baltimore County in Liber L McL M No 912 folio 377 was conveyed by Safe Deposit and Trust Company of Baltimore Trustee to T Buchanan Blackiston and wife and running thence with the lines of said land and binding on the centre line of Woodbrook Lane Formerly called Hurstleigh Avenue north seventy-one degrees six minutes east ninety-four and thirty one-hundredths feet and north seventy-three degrees fifty-nine minutes east seventy-nine and fifty-six one hundredths feet thence leaving the outlines of the whole tract and running for lines of division now made north seventeen degrees no minutes east three hundred and fifty-six and fourteen one hundredths feet to an iron pipe and north sixty degrees fifty-seven minutes west three hundred and thirty five and eighty one-hundredths feet to the centre line of a thirty foot road there laid out thence binding on the centre line of said thirty foot road with the use thereof in common the five following courses and distances viz south thirty-six degrees fifty-six minutes west one hundred and seventy-four and seventy-three one-hundredths feet south sixty-seven degrees fifty-two minutes west ninety-two and thirteen one-hundredths feet south twelve degrees twenty-nine minutes east seventy-one and nine one-hundredths feet south eighteen degrees fifty-eight minutes east one hundred and sixty-two and eighty-four one-hundredths feet and south forty-

one degrees thirty-eight minutes east two hundred and eleven and ninety-one one-hundredths feet to the place of beginning

Containing 3.7 acres of land more or less

BEING part of the property which by deed dated September 1 1933 and recorded among the Land Records of Baltimore County in Liber L McL M No 912 folio 377 was granted and conveyed by Safe Deposit and Trust Company of Baltimore trustee to the said parties of the first part in fee simple (the said parties of the first part were erroneously designated as Blackiston in said deed)

TOGETHER with the buildings and improvements thereupon and the rights alleys ways waters privileges appurtenances and advantages to the same belonging or in anywise appertaining

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said F COLSTON YOUNG AND NELLIE B YOUNG his wife as tenants by the entireties the survivor of them their assigns and the heirs and assigns of the survivor in fee simple

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the said land as may be requisite

WITNESS the hands and seals of the said grantors

WITNESS

J Lloyd Wilkinson

T Buchanan Blakiston (SEAL)

Jessie Black Blakiston (SEAL)

STATE OF MARYLAND BALTIMORE CITY TO WIT

I HEREBY CERTIFY that on this 16th day of March in the year one thousand nine hundred and forty-six before me the subscriber a Notary Public of the State of Maryland in and for Baltimore City aforesaid personally appeared T BUCHANAN BLAKISTON and JESSIE BLACK BLAKISTON his wife the grantors herein named and severally acknowledged the aforegoing Deed to be their respective act

IN TESTIMONY WHEREOF I hereunto set my hand and affix my notarial seal

(Notarial Seal)

J Lloyd Wilkinson

Notary Public

Recorded Mar 19 1946 at 11 A M and exd per ROBERT J SPITTEL CLERK

(Recorded by C A B) (Exd by J&D

104453) THIS AGREEMENT made this 6th day of September 1945 between Vincent

VINCENT T CAPLES JR) T Caples Jr hereinafter called the husband party of the first part

Agreement WITH) and Olga M Caples hereinafter called the wife party of the second

OLGA M CAPLES) part witnesseth

) WHEREAS differences have arisen between said husband and wife on account of which they are separated and now live apart

NOW THEREFORE in settlement adjustment and in compromise of all property questions and rights the said husband does hereby agree to have assigned conveyed transferred and set over unto said wife in her own name free and clear of all liens and encumbrances the house and property in which she now lives on the Old Hanover Road known as Fowblesburg School Fowblesburg Maryland adjoining properties of Thomas Watts on the north north side and the Fowblesburg store on the south side in consideration thereof said wife releases and relinquishes unto said husband his heirs personal representatives and assigns all rights and claims by

STATE OF MARYLAND, BALTIMORE CITY TO WIT:

I HEREBY CERTIFY that on this 28th day of June in the year one thousand nine hundred and fifty before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Michael J Wheeler the within named party of the first part, and he acknowledged the aforegoing deed of assignment to be his act.

In testimony whereof, I hereunto set my hand and notarial seal

(Notarial Seal)

Robert T O'Leary

Robert T O'Leary Notary Public

Rec Jul 3 1950 at 12;10 PM & exd per T Braden Silcott Clerk rec map EXD BY JB&AJ

146406 F Colston Young & Wf)
Deed to H Guy Campbell & Wf)
USS $60.50 ST $60.50)

THIS DEED made this 30th day of June in the year one thousand nine hundred and fifty by and between F Colston Young and Nellie B Young, his wife, of Baltimore County, State of Maryland, parties of the first part, and H. Guy Campbell and Grace M. Campbell his wife, of the same place, parties of the second part.

WITNESSETH that in consideration of the sum of five dollars and other valuable considerations this day paid, the receipt whereof is hereby acknowledged the said parties of the first part do hereby grant and convey unto the said parties of the second part, as tenants by the entireties their assigns and unto the survivor of them his or her heirs and assigns in fee simple, all that lot of ground situate in Baltimore County in the State of Maryland and described as follows that is to say:

BEGINNING for the same at a point in the centre line of Woodbrook Lane at the distance of sixteen and twenty-six one-hundredths feet measured northeasterly along the centre line of Woodbrook Lane from the end of the south forty-one degrees thirty-eight minutes east three hundred and eighty-eight and eighty-three one-hundredths feet line of the land which by deed dated September 1 1933 and recorded among the land records of Baltimore County in Liber L McL M no 912 folio 377 was conveyed by Safe Deposit and Trust Company of Baltimore trustee to T Buchanan Blakiston and wife, and running thence with the lines of said land and binding on the centre line of Woodbrook Lane, formerly called Hurstleigh Avenue north seventy-one degrees six minutes east ninety-four and thirty one-hundredths feet and north seventy-three degrees fifty-nine minutes east seventy-nine and fifty-six one-hundredths feet; thence leaving the outlines of the whole tract and running for lines of division now made north seventeen degrees no minutes east three hundred and fifty-six and fourteen one-hundredths feet to an iron pipe and north sixty-degrees fifty-seven minutes west three hundred and thirty-five and eighty-one-hundredths feet to the centre line of a thirty foot road there laid out; thence binding on the centre line ofsaid thirty foot road, with the use thereof in common, the five following courses and distances viz: south thirty-six degrees fifty-six minutes west one hundred and seventy-four and seventy-three one-hundredths feet, south sixty-seven degrees fifty two minutes west ninety two and thirteen one-hundredths feet, south twelve degrees twenty-nine minutes east seventy one- and nine one-hundredths feet south eighteen degrees fifty-eight minutes east one hundred and sixty-two and eighty-four one-hundredths feet and south forty-one degrees thirty eight minutes east two hundred and eleven and ninety-one one-hundredths feet to the place of beginning. Containing 3.7 acres of land, more or less.

BEING the same property which by deed dated March 16 1946 and recorded among the land records of Baltimore County in Liber RJS NO. 1445 folio 42 was granted and conveyed by T

REC PER TICKET OCT 22 1952

Buchanan Blakiston,etal to the said parties of the first part.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said H. Guy Campbell and Grace M Campbell his wife, as tenants by the entireties their assigns, and unto the survivor of them his or her heirs and assigns in fee simple

AND the said parties of the first part, covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the said land as may be requisite.

WITNESS the hands and seals of the said grantors.

WITNESS J Lloyd Wilkinson F Colston Young (Seal)

J Lloyd Wilkinson F Colston Young

Nellie B Young (Seal)

Nellie B Young

STATE OF MARYLAND BALTIMORE CITY to wit.

I hereby certify that on this 30th day of June in the year one thousand nine hundred and fifty before me, the subscriber, a notary public of the State of Maryland in and for Baltimore City aforesaid, personally appeared F Colston Young and Nellie B Young his wife, the within named grantors and they severally acknowledged the aforegoing deed to be their respective act/

In testimony whereof, I hereunto set my hand and affix my notarial seal

(Notarial Seal)

J Lloyd Wilkinson

J Lloyd Wilkinson Notary Public

Rec Jul 3 1950 at 11;50 AM & exd per T Braden Silcott Clerk rec map EXD BY JB&AJ

146408)

Lewis R Hamel etal)

Deed toBalto Fed S & L Asso)

USS $11.00 ST $11.00)

THIS DEED Made this 28th day of June in the year nineteen hundred and fifty by and between Lewis R. Hamel and Margaret Hamel his wife of the City of Baltimore,State of Maryland, parties of the first part and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION a body corporate duly incorporated party of the second part.

REL. PER TICKET OCT 27 1950

WITNESSETH that in consideration of the sum of five ($5.00) dollars and other good andvaluable considerations, the receipy of which is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors and assigns all those lots or parcels of ground situated and lying in Baltimore County, State of Maryland and particularly described as follows:

BEGINNING for the first, on the northeast side of Leslie Road as laid out 50 feet wide at the dividing line between lots Nos. 105 and 106 as shown on Plat of Section A Norwood Park recorded among the land records of Baltimore County in Plat Book CWB jr No 12 folio 76, and running thence and binding on the northeast side of Leslie Road North 37 degrees 40 minutes 20 seconds west 50 feet thence north 52 degrees 19 minutes 40 seconds east 90 feet to Lot No 108 as shwon on the said Plat; thence binding on Lot No. 108 south 82 degrees 40 minutes east 28.29 feet; thence binding on Lot No. 75 as shown on the said Plat south 37 degrees 40 minutes 20 seconds east 30 feet to the dividing line between Lots Nos. 105 and 106 herein referred to and thence with said dividing line, south 52 degrees 19

App. No. H-1983

LIBER 2151 PAGE 286

THIS DEED, Made this 4th day of August, in the year one thousand, nine hundred and fifty-two, by and between T. BUCHANAN BLAKISTON and JESSIE BLACK BLAKISTON, his wife, of Beverly Hills, State of California, parties of the first part, and H. GUY CAMPBELL and GRACE M. CAMPBELL, his wife, of Baltimore County, State of Maryland, parties of the second part.

WITNESSETH: That in consideration of the sum of five dollars, and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey, subject to the restrictions hereinafter set forth, unto the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being in the Ninth Election District of Baltimore County, State of Maryland, and described as follows, to wit:

BEGINNING for the same at an iron pipe heretofore set at the end of the third line of a parcel of land which by a deed dated June 30, 1950, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1851, folio 388, was conveyed by F. Colston Young and wife to H. Guy Campbell and wife, thence binding reversely on a part of said third line South 17 degrees 00 minutes West one hundred seventy feet, thence leaving said outline and running for a line of division South 85 degrees 30 minutes 42 seconds East two hundred twenty-four and twenty-six one-hundredths feet to intersect the Westernmost side of Buchanan Road (as laid out fifty feet wide on the plat of "Woodley" filed by the grantors herein among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30), thence running with and binding on said Westernmost side of Buchanan Road, the four following lines to wit: North 14 degrees 40 minutes East thirty-four and six tenths feet, Northwardly by a line curving toward the left having a radius of one-hundred sixty-seven feet for a distance of seventy-six and fifty-four one-hundredths feet (the chord of said arc bearing North 1 degree 32 minutes 11 seconds East seventy-five and eighty-seven one-hundredths feet), still Northwardly

by a line curving toward the left having a radius of seventy-five feet for a distance of thirty-seven and fifty-two one-hundredths feet (the chord of said arc bearing North 25 degrees 55 minutes 32 seconds West thirty-seven and thirteen one-hundredths feet) and North 40 degrees 15 minutes 27 seconds West one hundred five and twenty-two one-hundredths feet, thence leaving said Buchanan Road and running for a line of division South 66 degrees 52 minutes 55 seconds West one hundred nine and nineteen one-hundredths feet to the place of beginning. Containing within the limits of the above description, nine tenths of an acre, more or less. Being also known as Lots Nos. 24 and 25 on the aforesaid Plat of Woodley.

TOGETHER with the right and use thereof in common with the Grantors herein, their heirs and assigns, of the right and use of allroads as shown on the hereinbefore referred to plat of "Woodley".

BEING part of the property which, by deed dated September 1, 1933, and recorded among the Land Records of Baltimore County in Liber LMcLM No. 912, folio 377, was granted and conveyed by Safe Deposit and Trust Company of Baltimore, Trustee, to the within named grantors, in fee simple; the named Blakiston being therein inadvertently spelled Blackiston.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lots of ground and premises, unto and to the use of the said H. GUY CAMPBELL and GRACE M. CAMPBELL, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple, subject to the following covenants, agreements, conditions and restrictions which are hereby entered into by said H. Guy Campbell and Grace M. Campbell, his wife, for themselves, their heirs and assigns, as part of the consideration of this deed.

1. That no building, or any part thereof, shall be erected or maintained on any part of either of the said lots within thirty-five feet of Buchanan Road or nearer than fifteen feet to any side boundary line of either of said lots, nor nearer than twenty-five feet to the back boundary line.

2. That the land hereby conveyed shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon on either lot except a private dwelling house, designed for occupation by a single family, together with subsidiary buildings or other structures appurtenant to and reasonable appropriate for a private dwelling house such as garages, summer houses, green houses and similar buildings or structures, for the sole use of the owners and occupants of the plot upon which they may be erected.

3. That there shall not, at any time, be more than one dwelling house on either of said lots.

4. That there shall not be erected or maintained on either of the said lots any dwelling house costing less than Twenty-five Thousand Dollars ($25,000.00) on the basis of present building costs.

5. That no building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location and approximate cost thereof and the grading plan of the lot shall have been submitted to and approved in writing by the Grantors, and the said Grantors shall have the right to refuse to approve any such plans, specifications, location or grading plan, which are not suitable or desirable in their opinion.

6. That no live poultry, hogs, cattle, horses or other live stock shall be kept on said land or premises.

7. It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street or road shown on said plat, the title to all such streets and roads being hereby expressly reserved to said Grantors, nor shall any deed hereafter made conveying any part of the land included in said tract be held to convey the title to or to dedicate the bed of any street or road, except where expressly so conveyed or dedicated in the deed.

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of the said land as may be requisite.

WITNESS the hands and seals of the said grantors.

WITNESS:

William A. Mercier
WILLIAM A. MERCIER

T. Buchanan Blakiston (SEAL)
T. Buchanan Blakiston

Jessie Black Blakiston (SEAL)
Jessie Black Blakiston

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 4th day of August, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared T. BUCHANAN BLAKISTON, one of the within named grantors, and he acknowledged the aforegoing deed to be his act.

WITNESS my hand and notarial seal.

William A. Mercier
WILLIAM A. MERCIER Notary Public.

STATE OF CALIFORNIA, COUNTY OF Los Angeles, TO WIT:

I HEREBY CERTIFY, that on this 1st day of August, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of California, in and for the County aforesaid, personally appeared JESSIE BLACK BLAKISTON, one of the within named grantors, and she acknowledged the aforegoing deed to be her act, and in my presence signed and sealed the same.

WITNESS my hand and notarial seal.

Yvonne West
Yvonne West Notary Public.

My Commission Expires: My Commission Expires Dec. 25, 1954

DOCUMENTARY UNITED STATES INTERNAL REVENUE 10 TEN DOLLARS 10

DOCUMENTARY UNITED STATES INTERNAL REVENUE 5 FIVE DOLLARS 5

DOCUMENTARY UNITED STATES INTERNAL REVENUE 3 THREE DOLLARS 3

DOCUMENTARY 10 TEN 10

DOCUMENTARY 5 FIVE 5

STATE OF MARYLAND TREASURY DEPT. RECORDATION TAX ACT OF 1947 $11.00

STATE OF MARYLAND TREASURY DEPT. RECORDATION TAX ACT OF 1947 $5.50 ($5.50)

STATE OF MARYLAND TREASURY DEPT. RECORDATION TAX ACT OF 1947 $1.10 ($1.10)

STATE OF MARYLAND TREASURY DEPT. RECORDATION TAX ACT OF 1947 55 CENTS 55

REC'D FOR RECORD Aug. 6, 1952 — 11:30 A.M. & RECORDED IN THE LAND RECORDS OF BALTIMORE COUNTY, LIBER G.L.B. 2151 FOLIO 287 GEORGE L. BYERLY, CLERK

LIBER 2173 PAGE 185

THIS DEED, Made this 9th day of September, in the year nineteen hundred and fifty-two, by T. Buchanan Blakiston and Jessie Black Blakiston, his wife, parties of the first part, Grantors of Los Angeles County, in the State of California, to H. Guy Campbell and Grace M. Campbell, his wife, parties of the second part, Grantees of Baltimore County, in the State of Maryland.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said T. Buchanan Blakiston and Jessie Black Blakiston, his wife, do hereby grant and convey unto the said H. Guy Campbell and Grace M. Campbell, his wife, to the survivor of them, their assigns, and to the heirs and assigns of the survivor of them, as tenants by the entireties, in fee simple, all that lot or parcel of land, situate, lying and being in the Ninth Election District of Baltimore County, in the State of Maryland, and particularly described as follows:

BEGINNING for the same at a point in the third line of a parcel of land which by a deed dated June 30, 1950, and recorded among the Land Records of Baltimore County in Liber No. 1851, folio 388, was conveyed by F. Colston Young and wife to H. Guy Campbell and wife, said point being south 17 degrees 00 minutes west one-hundred seventy feet measured reversely along said third line from an iron pipe heretofore set at the end of said third line, thence binding reversely on a part of said third line south 17 degrees 00 minutes west one-hundred fifty-one and sixty-seven one-hundredths feet to intersect the northernmost side of Woodbrook Lane as widened, thence running with and binding on said northernmost side of Woodbrook Lane as widened the two following courses and distances: north 87 degrees 26 minutes east ninety-one and sixty-three one-hundredths feet and south 78 degrees 33 minutes east twenty-eight and forty-three one-hundredths feet, thence leaving Woodbrook Lane and running for a line of division north 14 degrees 05 minutes 28 seconds east one hundred forty-two and twenty-four one-hundredths feet to intersect the

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CAMPBELL BUILDING
TOWSON 4, MARYLAND

second line of a deed from the said T. Buchanan Blakiston and wife to the said H. Guy Campbell and wife dated August 4, 1952, and recorded among the aforesaid Land Records in Liber G.L. B. No. 2151, folio 286, thence binding reversely on a part of said second line north 85 degrees 30 minutes 42 seconds west one hundred ten feet to the beginning of said second line and to the place of beginning.

Containing 0.4 of an acre of land, more or less.

BEING known and designated as Lot No. 27 on the Plat of Woodley, which plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

TOGETHER with all of the right, title and interest of the said Grantors in and to that portion of the strip of land shown on said Plat marked "Ten Foot Widening", which lies between the second and third lines of the above described lot and the northerly side of Woodbrook Lane.

BEING part of all that lot or parcel of land which by Deed dated September 1, 1933, and recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 912, folio 377, was granted and conveyed by Safe Deposit and Trust Company of Baltimore, Trustee, to the said T. Buchanan Blakiston and Jessie Black Blakiston, his wife.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said H. Guy Campbell and Grace M. Campbell, his wife to the survivor of them, their assigns, and to the heirs and assigns of the survivor of them, as tenants by the entireties, in fee simple, subject, however, to the covenants, conditions and restrictions referred to in a Deed from the said T. Buchanan Blakiston and wife to Priscilla B. Morrison, dated July 25, 1950, and recorded among the aforesaid Land

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CAMPBELL BUILDING
TOWSON 4, MARYLAND

Records in Liber T.B.S. No. 1860, folio 580.. LIBER 2173 PAGE 187

AND the said T. Buchanan Blakiston and Jessie Black Blakiston, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of said Grantors.

Test:

Nancy E. Vaughan

T. Buchanan Blakiston (SEAL)
T. Buchanan Blakiston

Mary Thayer O'Connor

Jessie Black Blakiston (SEAL)
Jessie Black Blakiston

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 9th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared T. Buchanan Blakiston, one of the Grantors in the foregoing Deed, and he acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.

Nancy E. Vaughan Notary Public

STATE OF CALIFORNIA, LOS ANGELES COUNTY, to wit:

I HEREBY CERTIFY that on this 2nd day of September, 1952, before me, the subscriber, a Notary Public of the State of California, in and for Los Angeles County aforesaid, personally appeared Jessie Black Blakiston, one of the Grantors in the foregoing Deed, and she acknowledged the foregoing Deed to be her act.

WITNESS my hand and Notarial Seal.

Ruth M. Sutton Notary Public

My Comm Expires Aug 24 1955

FILED FOR RECORD Sept 16, 1952 — 1 P M & RECORDED IN THE LAND RECORDS OF BALTIMORE COUNTY, LIBER G.L.B. 2173 FOLIO 185 GEORGE L. BYERLY, CLERK.

LAW OFFICES
HILTON R. SMITH
CAMPBELL BUILDING
TOWSON

LIBER 2197 PAGE 235

THIS DEED, made this 29th day of ~~September~~ OCTOBER, in the year one thousand nine hundred and fifty-two, by and between T. BUCHANAN BLAKISTON and JESSIE BLACK BLAKISTON, his wife, of Beverly Hills, State of California, parties of the first part, grantors, and WEBB G. SEIBOLD and PHYLLIS K. SEIBOLD, his wife, of Baltimore City, State of Maryland, parties of the second part, grantees.

WITNESSETH: that in consideration of the sum of five dollars ($5.00), and other valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey, subject to the restrictions hereinafter set forth, unto the said parties of the second part, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple, all that lot of ground situate in the Ninth Election District of Baltimore County, State of Maryland, being known and designated as Lots Nos. 21 and 22 on the Plat of Woodley, said plat being recorded among the Land Records of Baltimore County in Plat Book G.L.B.No. 18, folio 30.

TOGETHER with the right and use thereof in common with the grantors herein, their heirs and assigns, of the right and use of all roads as shown on the hereinbefore referred to Plat of Woodley.

BEING part of the property which, by deed dated September 1, 1933, and recorded among the Land Records of Baltimore County in Liber L.McL.M.No. 912, folio 377, was granted and conveyed by Safe Deposit and Trust Company of Baltimore, Trustee, to the within named grantors in fee simple; the name "Blakiston" being therein inadvertently spelled "Blackiston".

TOGETHER with the buildings and improvements thereupon;

and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto and to the use of the said WEBB G. SEIBOLD and PHYLLIS K. SEIBOLD, his wife, as tenants by the entireties, their assigns, and unto the survivor of them, his or her heirs and assigns, in fee simple; subject, however, to the following covenants, agreements, conditions and restrictions which are hereby entered into by the said grantees, for themselves, their heirs and assigns, as part of the consideration of this deed:

PARAGRAPH A - DEFINITIONS

1. The word "Grantor" as hereinafter used shall mean T. Buchanan Blakiston, his heirs and assigns.

2. The words "Tract" and "Tract of Land" shall mean the land shown on "Plat of Woodley", recorded in Liber G.L.B.No. 18, folio 30, May 19, 1952, among the Land Records of Baltimore County.

3. The word "Building" as used herein is intended to mean one detached building.

4. The word "Lot" shall mean one unit of said tract as shown on the said recorded plat.

5. The word "Agent" shall mean the person appointed by the seller to act as representative in his absence.

PARAGRAPH B - ABSOLUTE RESTRICTIONS.

There shall not be erected, permitted or maintained upon any of the land in said tract, any building other than private dwelling houses, each dwelling being designated for occupation by a single family, together with subsidiary buildings or other structures appurtenant to and reasonably appropriate for a private dwelling house such as garages, summer houses, green houses and similar buildings or structures, for the sole use of the owners and occupants of the plot upon which they may be erected. There shall not be erected or maintained on said tract of land an apartment house or houses designed or altered for occupation by more than one family, and no more than one dwelling may be erected on a lot.

No live stock, domestic animals or fowl, except those ordinarily kept as pets, shall be kept on said tract, nor shall such pets be kept for commercial purposes, nor in numbers which in the opinion of "Grantor" are obnoxious to health, peace and quiet, provided, however, that this prohibition shall not preclude "Grantor" from maintaining draft animals on this tract during development thereof.

That there shall not be erected or maintained on the said lot any dwelling house costing less than $25,000.00 on the basis of present building costs.

PARAGRAPH C - FREE SPACES

In order that the tract in its entirety may be developed in harmony with the surroundings and to the best effect, no building or part thereof, as hereinafter provided, shall be erected or maintained on any part of a lot less than twenty-five feet from the street or road on which said lot binds, or less than fifteen feet from the rear line of any lot or less than fifteen feet from the side line of the plot upon which said building is to be erected, but with the exception of lots numbers 23 and 12 as to which the Grantor wishes to reserve the right to establish side line restrictions of not less than seven and a half feet and rear line restrictions of not less than fifteen feet. Grantor reserves specifically the right at any time before a particular lot is sold, but subject to the approval of the Baltimore County Planning Commission, to change the size or location of the side lines of any lot. In case of any question that may arise the "Grantor" shall in all cases have the right to say and determine which are the front, side and rear lines of any lot, and the "Grantor's" judgment and determination therein shall be final and binding. As to this conveyance of Lots 21 and 22, the side line restriction referred to in this paragraph as to the dividing line between Lots 21 and 22 is hereby waived.

PARAGRAPH D - APPROVAL OF PLANS

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition toor change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, locations and approximate cost of such structure and the grading plan of the lot to be built upon, shall have been submitted to and approved in writing by the "Grantor" or "Agent", and a copy thereof, as finally approved, lodged permanently with the "Grantor" or "Agent". The "Grantor" or "Agent" shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in his opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, he shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials, of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure or the roadway, as planned on the outlook from the adjacent or neighboring property.

The aforementioned plans and specifications are to be submitted to the "Grantor" at 1115 Fidelity Building, Baltimore, Maryland, or his "Agent", Bradley T. J. Mettee, Jr., 25th floor, 10 Light Street, Baltimore 2, Maryland, or any subsequent agent who may, in the future, be appointed by the "Grantor", his heirs or assigns.

The "Grantor" agrees to appoint an architect or board of architects to consider and approve or disapprove on behalf of the "Grantor" plans and specifications submitted to him, or his Agent or owners of the respective lots.

All plans submitted to the "Grantor", or his "Agent," must be approved or disapproved within thirty (30) days of the date of submission, otherwise they will be deemed approved as submitted.

All of the restrictions, conditions, covenants, easements and agreements contained herein shall run with the land and shall be binding upon all parties and persons claiming under them until July 21, 1962, at which time said restrictions, conditions, covenants, easements and agreements shall be automatically extended for successive periods of ten years unless by vote of the then owners of a majority of the lots it is agreed to change the same in whole or in part.

IT is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street or road on said plat, the title to all such streets and roads being hereby expressly reserved to said "Grantor", nor shall any deed hereafter made conveying any part of the land included in said tract be held to convey the title to or to dedicate the bed of any street or road, except where expressly so conveyed or dedicated in the deed.

AND the said parties of the first part covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of the said land as may be requisite.

WITNESS the hands and seals of the said grantors.

WITNESS:

James H. Ridgely Jr. (SEAL)
JAMES H. RIDGELY JR.

T. Buchanan Blakiston (SEAL)
T. Buchanan Blakiston

Mary Ann Williams (SEAL)
Jessie Black Blakiston

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 29th day of ~~September~~ OCTOBER, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared T. BUCHANAN BLAKISTON, one of the within named grantors, and he acknowledged the aforegoing deed to be his act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal.

James H. Ridgely, Jr.
JAMES H. RIDGELY, JR. Notary Public.

STATE OF CALIFORNIA, COUNTY OF Los ANGELES, TO WIT:

I HEREBY CERTIFY, that on this 15th day of September, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of California, in and for the County aforesaid, personally appeared JESSIE BLACK BLAKISTON, one of the within named grantors, and she acknowledged the aforegoing deed to be her act, and in my presence signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

Yvonne West
Notary Public.

My commission expires:
December 25, 1956

YVONNE WEST
REC'D FOR RECORD OCT. 30, 1952-3 P.M.
& RECORDED IN THE LAND RECORDS
OF BALTO. CO. LIBER G.L.B.
2197 FOLIO 235
GEORGE L. BYERLY, CLERK

THIS DEED, Made this 10th day of December, in the year nineteen hundred and fifty-two, by T. Buchanan Blakiston and Jessie Black Blakiston, his wife, parties of the first part, Grantors, of Los Angeles County, State of California, to S. James Campbell, party of the second part, Grantee, of Baltimore County, in the State of Maryland.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said T. Buchanan Blakiston and Jessie Black Blakiston, his wife, do hereby grant and convey unto the said S. James Campbell, his heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being in the Ninth Election District of Baltimore County, State of Maryland, and particularly described as follows:

BEING known and designated as Lot No. 23, on the Plat of Woodley, which plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING part of all that lot or parcel of land which by Deed dated September 1, 1933, and recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 912, folio 377, was granted and conveyed by Safe Deposit and Trust Company of Baltimore, Trustee, to the said T. Buchanan Blakiston and Jessie Black Blakiston, his wife.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said S. James Campbell, his heirs and assigns, in fee

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MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

simple, subject to the covenants, conditions and restrictions referred to in a Deed from the said T. Buchanan Blakiston and wife to W. Raymond Wilson and wife, dated October 1, 1952, and recorded among the aforesaid Land Records in Liber G.L.B. No. 2181, folio 445.

AND the said T. Buchanan Blakiston and Jessie Black Blakiston, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of said Grantors.

Test:

T. Buchanan Blakiston (SEAL)
T. Buchanan Blakiston

Jessie Black Blakiston (SEAL)
Jessie Black Blakiston

Mary W. Williams
Mary W. Williams

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, to wit:

I HEREBY CERTIFY that on this 10th day of December, 1952, before me, the subscriber, a Notary Public of the State of California, in and for Los Angeles County aforesaid, personally appeared T. Buchanan Blakiston and Jessie Black Blakiston, his wife, and they each acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Yvonne West
Notary Public

My Comm. Expires Dec. 25, 1954
Yvonne West

REC'D FOR RECORD Dec. 23, 1952-2:30 P M & RECORDED IN THE LAND RECORDS OF BALTIMORE COUNTY, LIBER G.L.B. 2225 FOLIO 376 GEORGE L. BYERLY, CLERK.

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

THIS DEED, Made this twenty-third - - day of September, in the year one thousand nine hundred and fifty-four, by and between T. BUCHANAN BLAKISTON and JESSIE BLACK BLAKISTON, his wife, of Los Angeles County, in the State of California, parties of the first part, and C. DAVIS HOGENDORP and MARY JANE HOGENDORP, his wife, of Baltimore County, in the State of Maryland, parties of the second part,

WITNESSETH, that in consideration of the sum of Five Dollars, and of other good and valuable considerations, the receipt of which is hereby acknowledged, the said T. Buchanan Balkiston and Jessie Black Blakiston, his wife, do hereby grant and convey unto the said C. Davis Hogendorp and Mary Jane Hogendorp, his wife, as tenants by the entireties, the survivor of them, their assigns, and the survivor's heirs and assigns, in fee-simple, all that lot or parcel of ground situate and lying in the Ninth Election District of Baltimore County, in the State of Maryland aforesaid, and particularly described as follows:

BEING known and designated as Lot Numbered TWENTY-SIX (#26), as shown on the Plat of Woodley, dated May 19, 1952, and recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30&c.

BEING a part of the whole tract of ground which by Deed dated September 1, 1933, and recorded among the Land Records of Baltimore County in Liber L.McL.M. No. 912, folio 377&c., was granted and conveyed by Safe Deposit and Trust Company of Baltimore, Trustee, unto the said T. Buchanan Blakiston and Jessie Black Blakiston, his wife, therein erroneously spelled "Blackiston".

Said lot being subject to the legal operation and effect of the conditions, covenants and restrictions set forth in a Certain Contract of Sale dated July 24, 1952, by and between the said T. Buchanan Blakiston and the said C. Davis Hogendorp and Mary Jane Hogendorp, his wife, recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2166, folio 222&c.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises unto and to the use of the said C. Davis Hogendorp and Mary Jane Hogendorp, his wife, as tenants by the entireties, the survivor of them, their assigns, and the survivor's heirs and assigns, in fee-simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said grantors.

Test:

Mary W. Williams

T. Buchanan Blakiston (SEAL)
T. Buchanan Blakiston

Jessie Black Blakiston (SEAL)
Jessie Black Blakiston

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, to wit:

I HEREBY CERTIFY, That on this 31st day of July in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of California, in and for the County aforesaid, personally appeared T. BUCHANAN BLAKISTON and JESSIE BLACK BLAKISTON, his wife, the above-named grantors, and they severally acknowledged the aforegoing Deed to be their respective act.

AS WITNESS my hand and Notarial seal.

Mark Watterson
Mark Watterson Notary Public

My Commission expires June 5, 1957

Rec'd for record Oct. 11 54, at 11:50 A.M.
Per George L. Byerly, Clerk.

LIBER 2567 PAGE 564

THIS DEED, Made this 5th day of October, in the year nineteen hundred and fifty-four, by C. Davis Hogendorp, Inc., a body corporate, of the County of Baltimore, State of Maryland, party of the first part, Grantor, to H. Guy Campbell and Grace M. Campbell, his wife, of the County and State aforesaid, parties of the second part, Grantees.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said C. Davis Hogendorp, Inc. does hereby grant and convey unto the said H. Guy Campbell and Grace M. Campbell, his wife, to the survivor of them, their assigns, and to the heirs and assigns of the survivor of them, as tenants by the entireties, in fee simple, all that lot or parcel of land situate, lying and being in the Ninth Election District of Baltimore County, State of Maryland, and particularly described as follows:

BEING known and designated as lot #26 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING the sixthly described lot or parcel of land which by deed of even date herewith and recorded among the aforesaid Land Records immediately prior hereto, was granted and conveyed by C. Davis Hogendorp and Mary Jane Hogendorp, his wife, to the said C. Davis Hogendorp, Inc.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said H. Guy Campbell and Grace M. Campbell, his wife, to the survivor

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

of them, their assigns, and to the heirs and assigns of the survivor of them, as tenants by the entiretie, in fee simple; subject, however, to the covenants, conditions and restrictions referred to in a deed from T. Buchanan Blakiston and wife to C. Davis Hogendorp and wife, dated September 23, 1954, and recorded among the aforesaid Land Records in Liber G.L.B. No. 2564, folio 422.

AND the said C. Davis Hogendorp, Inc. hereby covenants that it will warrant specially the property hereby granted and conveyed and that it will execute such further assurances of said land as may be requisite.

WITNESS the signature of C. Davis Hogendorp, President of C. Davis Hogendorp, Inc., with the corporate seal affixed, duly attested by Mary Jane Hogendorp, its Secretary.

C. DAVIS HOGENDORP, INC.

By C. Davis Hogendorp
C. Davis Hogendorp, President

Mary Jane Hogendorp
Mary Jane Hogendorp, Secretary

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I Hereby Certify, that on this 5th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared C. Davis Hogendorp, President of C. Davis Hogendorp, Inc., and he acknowledged the foregoing Deed to be the act of said body.

Witness my hand and Notarial Seal.

Nancy E. Vaughan
NANCY E. VAUGHAN Notary Public

Rec'd for record Oct. 6, 1954, at 3:47 M.
Per George L. Byerly, Clerk.

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

THIS DEED, Made this 11th day of October, in the year nineteen hundred and fifty-four, by H. Guy Campbell and Grace M. Campbell, his wife, parties of the first part, Grantors, to S. James Campbell, party of the second part, Grantee, all of Baltimore County, in the State of Maryland.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said H. Guy Campbell and Grace M. Campbell, his wife, do hereby grant and convey unto the said S. James Campbell, his heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being in the Ninth Election District of Baltimore County, State of Maryland, and particularly described, according to a survey by Dollenberg Brothers, Registered Surveyors, on or about November 28, 1952, as follows:

BEGINNING for the same on the southwest side of Buchanan Road at a point where it is intersected by the division line between lots Nos. 23 and 24 as laid out on the plat of "Woodley", which Plat is recorded among the Plat Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30, said place of beginning also being at the end of the sixth line of a parcel of land which by a deed dated August 4, 1952, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2151, folio 286, was conveyed by T. Buchanan Blakiston and wife to H. Guy Campbell and wife, and running thence and binding reversely on a part of said sixth line and on the southwest side of Buchanan Road, south 40 degrees 15 minutes 27 seconds east 70.86 feet, thence leaving said road and running for a line of division north 85 degrees 36 minutes 57 seconds west 146.65 feet to an iron pipe heretofore set at the beginning of the aforesaid parcel of land which was conveyed by Blakiston to Campbell, and thence binding reversely on the last line of said parcel of land and on the division line between lots Nos. 23 and 24 as laid out on the aforesaid plat of "Woodley", north 66 degrees 52 minutes 55 seconds east 109.19 feet to the place of beginning.

CONTAINING 0.08 of an acre of land, more or less.

BEING part of lot #24 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING part of the lot or parcel of land which by deed dated August 4, 1952, and recorded among the aforesaid Land Records in Liber G.L.B. No. 2151, folio 286, was granted and conveyed by T. Buchanan Blakiston and wife to the said H. Guy Campbell and wife.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, alleys, waters,

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MILTON H. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said H. Guy Campbell, his heirs and assigns, in fee simple; subject, however, to the covenants, conditions and restrictions referred to in the aforesaid deed from T. Buchanan Blakiston and wife to the said H. Guy Campbell and wife.

AND the said H. Guy Campbell and Grace M. Campbell, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the said Grantors.

Witness:

Kenneth L. Taylor

H. Guy Campbell (SEAL)

Grace M. Campbell (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I Hereby Certify, that on this 11th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared H. Guy Campbell and Grace M. Campbell, his wife, and they each the foregoing Deed to be their respective act.

My hand and notarial seal.

Notary Public

Kenneth L. Taylor

NOTARY PUBLIC BALTIMORE COUNTY, MD.

Rec'd for record 28/10/54, at 3 P.M.

Per George L. Byerly, Clerk.

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

Form 3067

THE MARYLAND TITLE GUARANTEE COMPANY--DEED IN FEE.

Application No. 123,280

This Deed, *Made this* 20th *day of* December

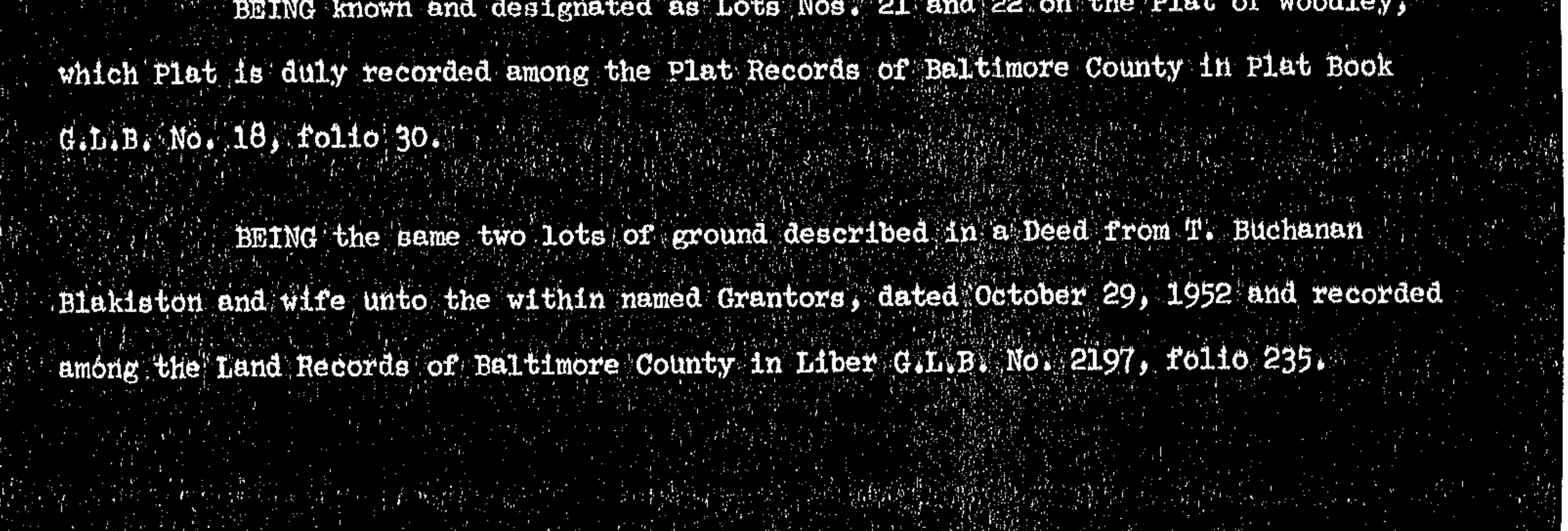
in the year one thousand nine hundred and fifty-four, by and between WEBB G. SEIBOLD and PHYLLIS K. SEIBOLD, his wife, of the County of Los Angeles in the State of California, parties of the first part; and LEILA R. TURK, of Baltimore County, in the State of Maryland, party of the second part.

Witnesseth, *that in consideration of the sum of* Five Dollars ($5.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, her - - -

heirs and assigns, in fee simple, all those two *lot s of ground situate in* Baltimore County *, in the State of Maryland, and described as follows, that is to say:*

BEING known and designated as Lots Nos. 21 and 22 on the Plat of Woodley, which Plat is duly recorded among the Plat Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING the same two lots of ground described in a Deed from T. Buchanan Blakiston and wife unto the within named Grantors, dated October 29, 1952 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2197, folio 235.



Together *with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.*

To have and to hold, *the said lot s - - of ground and premises, unto and to the use of the said* party of the second part, her heirs and assigns, in fee simple forever.

And *the said* Grantors *hereby covenant that* they *ha ve not done nor suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted; that* they *will warrant specially the property hereby granted and conveyed, and* they *will execute such further assurances of said land as may be requisite.*

Witness the hands and seals of the within named Grantors.

WITNESS:

Ben L. Herman

Webb G. Seibold {SEAL}

Phyllis K. Seibold {SEAL}

STATE OF CALIFORNIA, COUNTY OF Los Angeles TO WIT:

I HEREBY CERTIFY, that on this 20th day of December in the year one thousand nine hundred and fifty- four before me, the subscriber, a Notary Public of the State of California in and for the County aforesaid, personally appeared WEBB G. SEIBOLD and PHYLLIS K. SEIBOLD, his wife, the within named Grantors, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

Helen Hollinrake *Notary Public.*

Rec'd for record Dec. 27, 1954, at 1 59 P. M.
Per George L. Byerly, Clerk.

Helen Hollinrake, Notary Public in and for said County
My Commission Expires March 24, 1958

THIS DEED, Made this 30th day of December, in the year nineteen hundred and fifty four, by Lelia R. Turk and Herbert K. Turk, her husband, parties of the first part, Grantors, to S. James Campbell, party of the second part, Grantee, all of Baltimore County, in the State of Maryland.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Leila R. Turk and Herbert K. Turk, her husband, do hereby grant and convey unto the said S. James Campbell, his heirs and assigns, in fee simple, all that lot or parcel of land situate, lying and being in the Ninth Election District of Baltimore County, in the State of Maryland, and described as follows:

BEGINNING for the same at a point in the fourth line of a parcel of land which by Deed dated June 30, 1950, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1851, folio 388, was granted and conveyed by F. Colston Young and wife to H. Guy Campbell and wife, distant north 60 degrees 57 minutes west 83 feet measured along said fourth line from a pipe heretofore set at the beginning of said line; thence running with and binding on a part of said fourth line north 60 degrees 57 minutes west 56.5 feet; thence leaving said outline and running for a line of division north 44 degrees 58 minutes east 153 feet, more or less, to the southwest side of Buchanan Road; thence south 40 degrees 15 minutes 27 seconds east binding on the southwest side of said Buchanan Road 50 feet, more or less, to a point drawn north 43 degrees 15 minutes 54 seconds east from the place of beginning; and thence reversing said line so drawn south 43 degrees 15 minutes 54 seconds west 135 feet, more or less to the place of beginning.

BEING part of lot No. 22 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING a part of all that lot or parcel of land which by Deed dated December 24, 1954, and recorded among the Land Records of Baltimore County prior hereto was granted and conveyed by W. Gordon Seibold and wife to the said Leila R. Turk.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said S. James Campbell, his heirs and assigns in fee simple; subject, however, to the covenants, conditions and restrictions set forth in a Deed from T. Buchanan Blakiston and wife to the said W. Gordon Seibold and wife, dated October 29, 1952, and recorded among the Land Records aforesaid, in Liber G.L.B. No. 2197, folio 235.

AND the said Grantors hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS THE HANDS and Seals of said Grantors.

Test:

Calhoun Bond

Leila R. Turk

Herbert K. Turk

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 30th day of December, in the year nineteen hundred fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Leila R. Turk and Herbert K. Turk, her husband, Grantors, and they each acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Mildred A. Plummer
Notary Public

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

Rec'd for record Jan 20-1955 at 3 00 P.M.
Per George L. Eveily, Clerk.

LIBER 2943 PAGE 205

THIS DEED, Made this 29th day of May, in the year nineteen hundred and fifty-six, by S. James Campbell and Mary Jo Campbell, his wife, parties of the first part, Grantors, to Mary E. Harris, party of the second part, Grantee, all of Baltimore County, in the State of Maryland.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said S. James Campbell and Mary Jo Campbell, his wife, do hereby grant and convey unto the said Mary E. Harris, her heirs and assigns, in fee simple, all those four lots or parcels of land situate, lying and being in the Ninth Election District of Baltimore County, State of Maryland, and particularly described as follows:

FIRST

BEING known and designated as Lot No. 23, on the Plat of Woodley, which plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING all and the same lot or parcel of land which by deed dated December 10, 1952 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2225, folio 375, was granted and conveyed by T. Buchanan Blakiston and wife to the said S. James Campbell.

SECOND

BEGINNING for the same on the southwest side of Buchanan Road at a point where it is intersected by the division line between lots Nos. 23 and 24 as laid out on the plat of "Woodley", which Plat is recorded among the Plat Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30, said place of beginning also being at the end of the sixth line of a parcel of land which by a deed dated August 4, 1952, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2151, folio 286, was conveyed by T. Buchanan Blakiston and wife to H. Guy Campbell and wife, and running thence and binding reversely on a part of said sixth line and on the southwest side of Buchanan Road, south 40 degrees 15 minutes 27 seconds east 70.86 feet, thence leaving said road and running for a line of division north 85 degrees 36 minutes 57 seconds west 146.65 feet to an iron pipe heretofore set at the beginning of the aforesaid parcel of land which was conveyed by Blakiston to Campbell, and thence binding reversely on the last line of said parcel of land and on the division line between lots Nos. 23 and 24 as laid out on the aforesaid plat of "Woodley", north 66 degrees 52 minutes 55 seconds east 109.19 feet to the place of beginning.

Containing 0.08 of an acre of land, more or less.

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
OWSON 6, MARYLAND

BEING part of lot No. 24 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING all and the same lot or parcel of land which by deed dated October 11, 1954 and recorded among the aforesaid Land Records in Liber G.L.B. No. 2619, folio 429, was granted and conveyed by H. Guy Campbell and wife to the said S. James Campbell.

THIRD

BEGINNING for the same at a point in the fourth line of a parcel of land which by Deed dated June 30, 1950, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1851, folio 388, was granted and conveyed by F. Colston Young and wife to H. Guy Campbell and wife, distant north 60 degrees 57 minutes west 83 feet measured along said fourth line from a pipe heretofore set at the beginning of said line; thence running with and binding on a part of said fourth line north 60 degrees 57 minutes west 56.5 feet; thence leaving said outline and running for a line of division north 44 degrees 58 minutes east 153 feet, more or less, to the southwest side of Buchanan Road; thence south 40 degrees 15 minutes 27 seconds east binding on the southwest side of said Buchanan Road 50 feet, more or less, to a point drawn north 43 degrees 15 minutes 54 seconds east from the place of beginning; and thence reversing said line so drawn south 43 degrees 15 minutes 54 seconds west 135 feet, more or less to the place of beginning.

BEING part of lot No. 22 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING all and the same lot or parcel of land which by deed dated December 30, 1954 and recorded among the aforesaid Land Records in Liber G.L.B. No. 2631, folio 523, was granted and conveyed by Lelia R. Turk and husband, to the said S. James Campbell.

FOURTH

BEING KNOWN AND DESIGNATED as Lot number 9, as shown on Plat number 4 of Ruxton Hills, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No.19, folio 67.

BEING all and the same lot or parcel of land which by deed dated May 20, 1955 and recorded among the aforesaid Land Records in Liber G.L.B. No.2701, folio 541, was granted and conveyed by The Ruxton Company to S. James Campbell.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said Mary E. Harris, her heirs and assigns in fee simple, subject however, to the covenants, conditions and restrictions set forth and/or referred to in the aforesaid deeds.

AND the said S. James Campbell and Mary Jo Campbell, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of said Grantors.

Test:

S. James Campbell (SEAL)

Edna F. Dresbach

Mary Jo Campbell (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of May, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared S. James Campbell and Mary Jo Campbell, his wife, and they each acknowledged the foregoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

EDNA F. DRESBACH NOTARY PUBLIC Baltimore Co., Md.

Edna F. Dresbach - Notary Public

Rec'd for Record JUN 5 1956 at 2:55 P.M.
Per George L. Byerly, Clerk.
Mailed to Milton R. Smith

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

LIBER 2943 PAGE 208

THIS DEED, Made this 24 day of May, in the year nineteen hundred and fifty-six, by Mary E. Harris, Unmarried, party of the first part, Grantor, to S. James Campbell and Mary Jo Campbell, his wife, parties of the second part, Grantees, all of Baltimore County, in the State of Maryland.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Mary E. Harris, Unmarried, does hereby grant and convey unto the said S. James Campbell and Mary Jo Campbell, his wife, to the survivor of them, their assigns, and to the heirs and assigns of the survivor of them, as tenants by the entireties, in fee simple, all those four lots or parcels of land situate, lying and being in the Ninth Election District of Baltimore County, State of Maryland, and particularly described as follows:

FIRST

BEING known and designated as Lot No. 23 on the Plat of Woodley, which plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

SECOND

BEGINNING for the same on the southwest side of Buchanan Road at a point where it is intersected by the division line between lots Nos. 23 and 24 as laid out on the plat of "Woodley", which Plat is recorded among the Plat Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30, said place of beginning also being at the end of the sixth line of a parcel of land which by a deed dated August 4, 1952, and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2151, folio 286, was conveyed by T. Buchanan Blakiston and wife to H. Guy Campbell and wife, and running thence and binding reversely on a part of said sixth line and on the southwest side of Buchanan Road, south 40 degrees 15 minutes 27 seconds east 70.86 feet, thence leaving said road and running for a line of division north 85 degrees 36 minutes 57 seconds west 146.65 feet to an iron pipe heretofore set at the beginning of the aforesaid parcel of land which was conveyed by Blakiston to Campbell, and thence binding reversely on the last line of said parcel of land and on the division line between lots Nos. 23 and 24 as laid out on the aforesaid plat of "Woodley", north 66 degrees 52 minutes 55 seconds east 109.19 feet to the place of beginning.

Containing 0.08 of an acre of land, more or less.

BEING part of lot No. 24 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

THIRD

BEGINNING for the same at a point in the fourth line of a parcel of land which by Deed dated June 30, 1950, and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1851, folio 388, was granted and conveyed by F. Colston Young and wife to H. Guy Campbell and wife, distant north 60 degrees 57 minutes west 83 feet measured along said fourth line from a pipe heretofore set at the beginning of said line; thence running with and binding on a part of said fourth line north 60 degrees 57 minutes west 56.5 feet; thence leaving said outline and running for a line of division north 44 degrees 58 minutes east 153 feet, more or less, to the southwest side of Buchanan Road; thence south 40 degrees 15 minutes 27 seconds east binding on the southwest side of said Buchanan Road 50 feet, more or less, to a point drawn north 43 degrees 15 minutes 54 seconds east from the place of beginning; and thence reversing said line so drawn south 43 degrees 15 minutes 54 seconds west 135 feet, more or less to the place of beginning.

BEING part of lot No. 22 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

FOURTH

BEING KNOWN AND DESIGNATED as Lot number 9, as shown on Plat number 4 of Ruxton Hills, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 19, folio 67.

BEING all and the same lots or parcels of land which by deed of even date herewith and intended to be recorded among the Land Records of Baltimore County prior hereto, were granted and conveyed by S. James Campbell and Mary Jo Campbell, his wife, to the said Mary E. Harris.

TOGETHER with the buildings and improvements thereupon erected, made or being, and all and every the rights, ways, alleys, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the land and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said S. James Campbell and Mary Jo Campbell, his wife, to the survivor of them, their assigns, and to the heirs and assigns of the survivor of them, as tenants by the entireties, in fee simple, subject however, to the restrictions referred to in the aforesaid deed from S. James Campbell and wife to the said Mary E. Harris.

LAW OFFICES
MILTON H. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

AND the said Mary E. Harris hereby covenants that she will warrant specially the property hereby granted and conveyed and that she will execute such further assurances of said land as may be requisite.

WITNESS the hand and seal of said Grantor.

Test:

Edna F. Dresbach

Mary E. Harris

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of May, in the year nineteen hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared Mary E. Harris and she acknowledged the foregoing Deed to be her act.

WITNESS my hand and Notarial Seal.

EDNA F. DRESBACH NOTARY PUBLIC Baltimore Co. Md.

Edna F. Dresbach

Edna F. Dresbach - Notary Public

Rec'd for Record JUN 5 1956 at 2:55 P.M.
Per George L. Byerly, Clerk.
Mailed to Milton R. Smith

LAW OFFICES
MILTON R. SMITH
CAMPBELL BUILDING
TOWSON 4, MARYLAND

KNOW ALL MEN BY THESE PRESENTS: LIBER 2943 PAGE 211

That we, Louis E. McCoy and Nellie E. McCoy of Baltimore County, Maryland, have made, constituted and appointed, and by these presents do make, constitute and appoint John W. Cable, III our true and lawful attorney for us and in our name, place and stead to bargain, sell and convey all of our right, title and interest in and to the property known as 1427 Glendale Road, Baltimore County, Maryland, upon such terms and conditions as the said John W. Cable, III shall in his absolute judgment deem fit; and for us and in our name, place and stead to carry out the terms, conditions and provisions of that certain Agreement of Sale entered into under date of April 6, 1956 between us as Sellers and John A. Kirk, Jr. and Genevieve T. Kirk, his wife, as Buyers, covering said property; and also for us and in our name and as our act and deed to sign, execute and deliver such contracts, deed, receipts, releases and such other instruments in writing of whatsoever kind and nature as may be necessary or proper in the premises; and also to accept and receive all monies in connection therewith. We do hereby confer upon and grant unto our said attorney, John W. Cable, III, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as we and each of us might do or could do if personally present, hereby ratifying and confirming all that our said attorney shall do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 9th day of May, 1956.

Signed, sealed and
delivered in the
presence of:

Ross R. Alexander — Louis E. McCoy (SEAL)

Ross R. Alexander — Nellie E. McCoy (SEAL)

STATE OF MARYLAND }
COUNTY OF BALTIMORE } SS:

On this the 9th day of May, 1956, before me, Ross R. ALEXANDER, the undersigned officer, personally appeared LOUIS E. McCOY and NELLIE E. McCOY, known to me to be the persons whose names are subscribed to the within instrument, and they severally acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Ross R. Alexander
Notary Public
Ross R. Alexander

My Commission expires: May 8, 1957

Rec'd for Record JUN 5 1956 at 3:50 P.M.
Per George L. Byerly, Clerk,
Mailed to Grady Y. Hatley

This Deed, Made this day of January, in the year one thousand nine hundred and sixty-two - - - , by and between S. JAMES CAMPBELL and MARY JO CAMPBELL, his wife, parties of the first part, Grantors, and H. GUY CAMPBELL and GRACE M. CAMPBELL, his wife, parties of the second part, Grantees, all of Baltimore County, in the State of Maryland.

TRANSFER TAX NOT REQUIRED

Norman W. Wood
Director of Finance

Per: F. H. Lobb Eisenberg
Authorized Signature

WITNESSETH: that in consideration of the sum of Five Dollars, and other valuable considerations, the receipt whereof is hereby acknowledged, Grantor does hereby grant, convey, and assign unto H. Guy Campbell and Grace M. Campbell, his wife, to the survivor of them, their assigns, and to the heirs and assigns, of the survivor of them, as tenants by the entireties, in fee simple,

all those three - lot(s) of ground situate in the Ninth Election District of Baltimore County, - - - - - - in the State of Maryland, and described as follows:

FIRST

BEING known and designated as Lot No. 23 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

SECOND

BEGINNING for the same on the southwest side of Buchanan Road at a point where it is intersected by the division line between lots Nos. 23 and 24 as laid out on the plat of "Woodley", which Plat is recorded among the Plat Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30, said place of beginning also being at the end of the sixth line of a parcel of land which by a deed dated August 4, 1952 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2151, folio 286, was conveyed by T. Buchanan Blakston and wife to H. Guy Campbell and wife, and running thence and binding reversely on a part of said sixth line and on the southwest side of Buchanan Road, south 40 degrees 15 minutes 27 seconds east 70.86 feet, thence leaving said road and running for a line of division north 85 degrees 36 minutes 57 seconds west 146.65 feet to an iron pipe heretofore set at the beginning of the aforesaid parcel of land which was conveyed by Blakston to Campbell, and thence binding reversely on the last line of said parcel of land and on the division line between Lots Nos. 23 and 24 as laid out on the aforesaid plat of "Woodley", north 66 degrees 52 minutes 55 seconds east 109.19 feet to the place of beginning.

Containing 0.08 of an acre of land, more or less.

BEING part of Lot No. 24 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

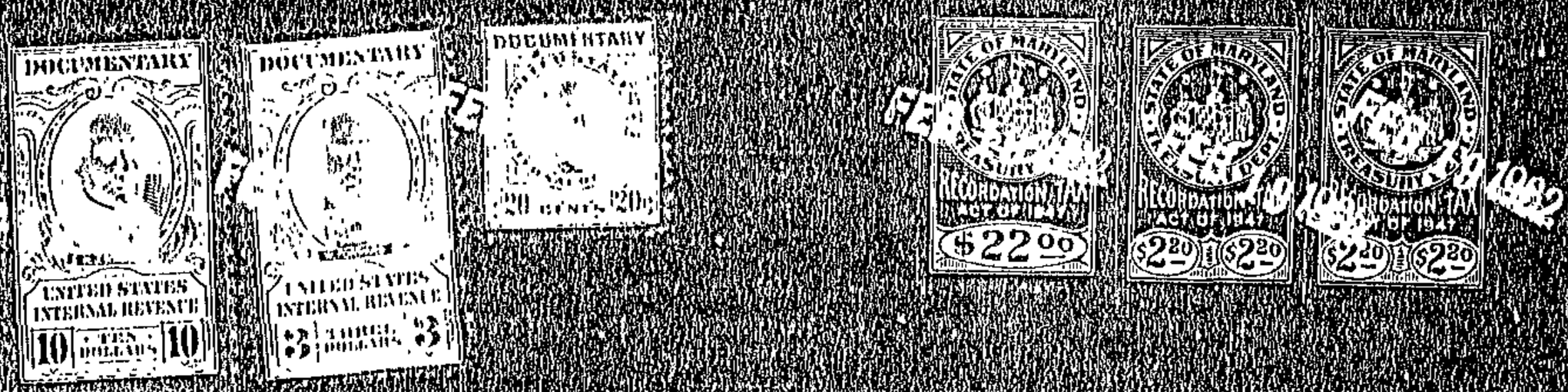
THIRD

BEGINNING for the same at a point on the fourth line of a parcel

of land which by Deed dated June 30, 1950 and recorded among the Land Records of Baltimore County in Liber T.B.S. No. 1851, folio 388, was granted and conveyed by F. Colston Young and wife to H. Guy Campbell and wife, distant north 60 degrees 57 minutes west 83 feet measured along said fourth line from a pipe heretofore set at the beginning of said line; thence running with and binding on a part of said fourth line north 60 degrees 57 minutes west 56.5 feet; thence leaving said outline and running for a line of division north 44 degrees 58 minutes east 153 feet, more or less, to the southwest side of Buchanan Road; thence south 40 degrees 15 minutes 27 seconds east binding on the southwest side of said Buchanan Road 50 feet, more or less, to a point drawn north 43 degrees 15 minutes 54 seconds east from the place of beginning; and thence reversing said line so drawn south 43 degrees 15 minutes 54 seconds west 135 feet, more or less to the place of beginning.

BEING part of lot No. 22 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30.

BEING the first three lots or parcels of land which, by Deed dated May 29, 1956 and recorded among the Land Records of Baltimore County in Liber G.L.B. No. 2943, folio 208, were granted and conveyed by Mary H. Harris, unmarried, to the said Grantors.



TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot(s) of ground and premises, unto and to the use of H. Guy Campbell and Grace M. Campbell, his wife, to the survivor of them, their assigns, and to the heirs and assigns of the survivor of them, as tenants by the entireties, in fee simple.

AND Grantor covenants to warrant specially the property hereby granted, conveyed, and assigned, and to execute such further assurances of said land as may be requisite.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hand(s) and seal(s) of Grantors:

WITNESS:

_____ S. James Campbell (SEAL)

_____ Mary Jo Campbell (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19th day of January 1962, before me, a Notary Public of said State, personally appeared S. JAMES CAMPBELL and MARY JO CAMPBELL, his wife, Grantors, and acknowledged the foregoing Deed to be their act.

WITNESS my hand and Notarial Seal.

BALTIMORE COUNTY, MD. NOTARY PUBLIC

_____ Notary Public

My commission expires: May 6, 1963

Rec'd for record FEB 19 1962 at 2:05 PM
Per Walter J. Rasmussen, Clerk
Mail to Lucian, Ebaugh & Dinsmore
Receipt No. 17572

LIBER 5996 PAGE 144

DEED — FEE SIMPLE — INDIVIDUAL GRANTOR — LONG FORM

This Deed, MADE THIS 5th day of [illegible]

by the year one thousand nine hundred and seventy-nine by and between

ROBERT N. McCORMICK and BARBARA K. McCORMICK, his wife, parties

of the first part and

ALAN B. COHEN and MIRIAM L. COHEN, his wife, parties

of the second part.

WITNESSETH, That in consideration of the sum of TWO HUNDRED EIGHTY-FIVE THOUSAND DOLLARS---------- and other good and valuable considerations, the receipt of which is hereby acknowledged,

the said parties of the first part

do grant and convey to the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them and the survivor's

personal representatives/~~successors~~ heirs and assigns in fee simple, all

those lots of ground situate in Baltimore County, Maryland

and described as follows, that is to say:

I. All that 3.7 acres of land, more or less, situate on the northernmost side of Woodbrook Lane, more particularly described as the first parcel, under Exhibit A, in Deed dated January 7, 1970 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5064, folio 475, from S. James Campbell, Executor, unto James C. Alban, III and Carolyn C. Alban, his wife, to which Deed reference is hereby made for a more particular description.

II. All that southernmost part of Lot No. 22, as shown on the Plat of "Woodley", which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30, more particularly described as the second parcel, under Exhibit A, in Deed dated January 7, 1970 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5064, folio 475, from S. James Campbell, Executor, unto James C. Alban, III and Carolyn C. Alban, his wife, to which Deed reference is hereby made for a more particular description.

III. Being known and designated as Lots Nos. 23, 24, 25, 26, and 27, as shown on the Plat of "Woodley", which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18, folio 30, more particularly described as the third, fourth, fifth and sixth parcels, respectively, under Exhibit A, in Deed dated January 7, 1970 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5064, folio 475, from S. James Campbell, Executor, unto James C. Alban, III and Carolyn C. Alban, his wife, to which Deed reference is hereby made for a more particular description.
The improvements are now known as 104 Woodbrook Lane.

BEING the same lots of ground which by a Deed dated June 1, 1977 and recorded among the Land Records of Baltimore County in Liber 5759, folio 506 was granted and conveyed by JAMES C. ALBAN, III unto the Grantors herein.

3257 016 ME 145

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said described lots of ground and premises to the said parties of the second part, as tenants by the entireties, their assigns, the survivor of them and the survivor's heirs personal representatives and assigns, in fee simple.

And the said part ies of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that they will warrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seal s of said grantor s

Test:

ROBERT N. McCORMICK (SEAL)

BARBARA K. McCORMICK (SEAL)

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY, That on this 26th day of December in the year one thousand nine hundred and seventy-eight, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared ROBERT N. McCORMICK and BARBARA K. McCORMICK, his wife known to me (or satisfactorily proven) to be the person s whose name s are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission expires:

3/1/80

Rec'd for record MAR 7 1979 at 2 47 M
Per Elmer H. Kahline, Jr., Clerk
Mail to THE TITLE GUARANTEE COMPANY
Receipt No. [illegible] $ 10.00

THE part ies of the first part, Grantor(s) herein, by affixing their signature(s) hereto, do declare and affirm under the penalties of perjury that the consideration set forth herein is true and correct.

GUARANTEE TITLE SERVICES, INC.
C-BA 844(B)

THIS DEED is made this 12th day of September, 2002, by and between ALAN B. COHEN and MIRIAM L. COHEN, his wife, parties of the first part, Grantors, and WOODBROOK, LLC, a Maryland limited liability company, party of the second part, Grantee.

WITNESSETH: That for the actual consideration of the sum of $700,000.00, and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantors grant and convey unto the Grantee, its successors and assigns, in fee simple, all that property situate in Baltimore County, Maryland, and described as follows:

FOR DESCRIPTIONS OF the southernmost part of Lot 22, all of Lots 23, 24, 25, 26 and 27 "Woodley", see Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described property unto and to the use of the Grantee, its successors and assigns, in fee simple.

AND THE GRANTORS covenant to warrant specially the property hereby granted, and to execute such further assurances of said property as may be requisite.

WHENEVER USED, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hands and seals of the Grantors.

WITNESS:

Alan B. Cohen (SEAL)

Miriam L. Cohen (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 9th day of September, 2002, before me, a Notary Public of the State aforesaid, personally appeared ALAN B. COHEN and MIRIAM L. COHEN, his wife, who acknowledged the foregoing Deed to be their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 10/1/04

THE UNDERSIGNED certifies that the above Title Deed was prepared by an attorney, under an attorney's supervision or by one of the parties named in the document.

J. Elmer Weisheit

REVIEWED SDAT
LR 9-16-02
BY DATE

RETURN TO:
WOODBROOK, LLC.
215 OLD PADONIA RD
COCKEYSVILLE, MD. 21030

EXHIBIT "A"

SOUTHERNMOST PART OF LOT 22

BEGINNING FOR THE SAME at a point in the fourth line of a parcel of land which by Deed dated June 30, 1950 and recorded among the Land Records of Baltimore County in Liber TBS No. 1851 folio 388, was granted and conveyed by F. Colston Young and wife to H. Guy Campbell and wife, distant north 60 degrees 57 minutes west 83 feet measured along said fourth line from a pipe heretofore set at the beginning of said line; thence running with and binding on a part of said fourth line north 60 degrees 57 minutes west 56.5 feet; thence leaving said outline and running for a line of division north 44 degrees 58 minutes east 153 feet, more or less, to the southwest side of Buchanan Road; thence south 40 degrees 15 minutes 27 seconds east binding on the southwest side of said Buchanan Road 50 feet, more or less, to a point drawn north 43 degrees 15 minutes 54 seconds east from the place of beginning; and thence reversing said line so drawn south 43 degrees 15 minutes 54 seconds west 135 feet, more or less, to the place of beginning.

Being the southernmost part of Lot No. 22 on the Plat entitled "Woodley", which Plat is recorded among the Land Records of Baltimore County, Maryland in Plat Book GLB No. 18 folio 30.

LOTS 23, 24, 25, 26 AND 27

BEING KNOWN AND DESIGNATED as Lots 23, 24, 25, 26 and 27 as shown on the Plat entitled "Woodley", which Plat is recorded among the Land Records of Baltimore County, Maryland in Liber GLB 18 folio 30.

AS TO ALL LOTS

BEING Parcels II and III as described in Deed dated March 5, 1979 and recorded among the Land Records of Baltimore County, Maryland in Liber 5996 folio 144 from Robert N. McCormick and Barbara K. McCormick, his wife, to Alan B. Cohen and Miriam L. Cohen, his wife, in fee simple.

RETURN TO:
WOODBROOK LLC.
215 OLD PADONIA RD.
COCKEYSVILLE, MD. 21030

C-BK 844 (B)

0016825 025

State of Maryland Land Instrument Intake Sheet

☐ **Baltimore City** ☒ **County:** Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Recording Validation

1	**Type(s) of Instruments**	(☐ Check Box if Addendum Intake Form is Attached.)						
		☒ Deed	☐ Mortgage	☐ Other		☐ Other		
		☐ Deed of Trust	☐ Lease	☒ Declaration		☐		
2	**Conveyance Type** Check Box	☐ Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*			
3	**Tax Exemptions** (if Applicable) Cite or Explain Authority	**Recordation**						
		State Transfer						
		County Transfer						

4	**Consideration and Tax Calculations**	**Consideration Amount**		**Finance Office Use Only**	
				Transfer and Recordation Tax Consideration	
		Purchase Price/Consideration	$ 700,000.00	Transfer Tax Consideration	$
		Any New Mortgage	$	X ( ) % =	$
		Balance of Existing Mortgage	$	Less Exemption Amount –	$
		Other:	$	Total Transfer Tax =	$ 10,500.00
		Other:	$	Recordation Tax Consideration	$
				X ( ) per $500 =	$ 3,500.00
		Full Cash Value	$	TOTAL DUE	$

5	**Fees**	**Amount of Fees**	**Doc. 1**	**Doc. 2**	Agent:
		Recording Charge	$ 20.00	$ 20.00	
		Surcharge	$ 5.00	$ 5.00	Tax Bill: ① pd FY ② pd FY ③ pd FY ④ pd FY ⑤ pd FY
		State Recordation Tax	$ 3,500.00	$	
		State Transfer Tax	$ 3,500.00	$ 3,500	C.B. Credit:
		County Transfer Tax	$ 10,500.00	$	
		Other	$	$	Ag. Tax/Other: N
		Other	$	$	

6	**Description of Property** SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(I).						
		District	**Property Tax ID No. (1)**	**Grantor Liber/Folio**	**Map**	**Parcel No.**	**Var. LOG** ☐ (5)
		09	~~See attached sheet~~				
		Subdivision Name	**Lot (3a)**	**Block (3b)**	**Sect/AR(3c)**	**Plat Ref.**	**SqFt/Acreage (4)**
		Woodley					
		Location/Address of Property Being Conveyed (2)					
		Part of Lot 22, Lots 23, 24, 25, 26 and 27 Plat of Woodley					
		Other Property Identifiers (if applicable)				**Water Meet Account No.**	
		① 09-01-352461 ③ 09-01-352462 ④ 09-01-352463 ② 09-01-352464					
		Residential ☐ **or Non-Residential** ☒	**Fee Simple** ☒ **or Ground Rent** ☐	**Amount:** ⑤ 09-01-352465			
		Partial Conveyance? ☐ Yes ☒ No	Description/Amt. of SqFt/Acreage Transferred:				
		If Partial Conveyance, List Improvements Conveyed:					

7	**Transferred From**	**Doc. 1 - Grantor(s) Name(s)**	**Doc. 2 - Grantor(s) Name(s)**
		Alan B. and Miriam L. Cohen	Bradley T. J. Mettee, Jr.
		Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 - Owner(s) of Record, if Different from Grantor(s)**

8	**Transferred To**	**Doc. 1 - Grantee(s) Name(s)**	**Doc. 2 - Grantee(s) Name(s)**
		Woodbrook, LLC	
		New Owner's (Grantee) Mailing Address	
		Woodbrook, LLC, 215 Old Padonia Road, Cockeysville, Md. 21030	

9	**Other Names to Be Indexed**	**Doc. 1 - Additional Names to be Indexed (Optional)**	**Doc. 2 - Additional Names to be Indexed (Optional)**

10	**Contact/Mail Information**	**Instrument Submitted By or Contact Person**	
		Name: J. Elmer Weisheit, Esq.	☐ Return to Contact Person
		Firm:	☐ Hold for Pickup
		Address: 413 Brightwood Club Drive Lutherville, Md. 21093 Phone: (410 296-4343	☒ Return Address Provided

11	**Assessment Information**	**IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER**
		☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?
		☐ Yes ☒ No Does transfer include personal property? If yes, identify:
		☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

☐ Terminal Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year	19	19	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Addition			Use	Parcel	Section	Geo. Cd.
Total			Town Cd.	Ex. SI.	Ex. Cd.	

REMARKS:

Distribution: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

Recording Validation

CHP FD SURE $ 5.00
RECORDING FEE 20.00
TR TAX STATE 3,500.00
TOTAL 3,525.00
Rcpt # BA04 Rcpt # 9419
BK LL Blk # 1716
Sep 16, 2002 11:08 am

County Validation

County: Maryland
BK 16825 .00 CA
$14,000.00
ACCOUNT NO. 09-01-352461
Dept: RECORDATION TAXES
9/16/2002 OFLN
KEG W806 MACH KMCH KXM DRAWER 4
9/16/2002 10:56:31
BUSINESS ACTUAL TIME

PAID RECEIPT

GUARANTEE TITLE SERVICES, INC.
C-BA 844(A)

THIS DEED is made this 12th day of September, 2002, by and between ALAN B. COHEN and MIRIAM L. COHEN, his wife, parties of the first part, Grantors, and WOODBROOK, LLC, a Maryland limited liability company, party of the second part, Grantee.

WITNESSETH: That for the actual consideration of the sum of $975,000.00, and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantors grant and convey unto the Grantee, its successors and assigns, in fee simple, all that property situate in Baltimore County, Maryland, and described as follows:

FOR DESCRIPTION of 3.7 acres of land, more or less, known as 104 Woodbrook Lane, located in Baltimore County, Maryland, see Exhibit "A" attached hereto and made a part hereof.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described property unto and to the use of the Grantee, its successors and assigns, in fee simple.

AND THE GRANTORS covenant to warrant specially the property hereby granted, and to execute such further assurances of said property as may be requisite.

WHENEVER USED, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hands and seals of the Grantors.

WITNESS:

Alan B Cohen (SEAL)
Alan B. Cohen

(SEAL)
Miriam L. Cohen

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 9th day of September, 2002, before me, a Notary Public of the State aforesaid, personally appeared ALAN B. COHEN and MIRIAM L. COHEN, his wife, who acknowledged the foregoing Deed to be their act.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires: 10/1/04

THE UNDERSIGNED certifies that the above Title Deed was prepared by an attorney, under an attorney's supervision or by one of the parties named in the document.

J. Elmer Weisheit

1 of 2

RETURN TO:
WOODBROOK LLC.
215 OLD PADONIA RD.
COCKEYSVILLE MD 21030

EXHIBIT "A"

BEGINNING for the same at a point in the centre line of Woodbrook Lane at the distance of sixteen and twenty-six one-hundredths feet measured northeasterly along the centre line of Woodbrook Lane from the end of the south forty-one degrees thirty-eight minutes east three hundred and eighty-eight and eighty-three one-hundredths feet line of the land which by deed dated September 1, 1933 and recorded among the Land Records of Baltimore County in Liber LMcLM No. 912 folio 377 was conveyed by Safe Deposit and Trust Company of Baltimore trustee to T .Buchanan Blakiston and wife, and running thence with the lines of said land and binding on the centre line of Woodbrook Lane, formerly called Hurstleigh Avenue north seventy-one degrees six minutes east ninety-four and thirty one-hundredths feet and north seventy-three degrees fifty-nine minutes east seventy-nine and fifty-six one hundredths feet; thence leaving the outlines of the whole tract and running for lines of division now made north seventeen degrees no minutes east three hundred and fifty-six and fourteen one-hundredths feet to an iron pipe and north sixty degrees fifty-seven minutes west three hundred and thirty-five and eighty-one hundredths feet to the centre line of a thirty foot road there laid out; thence binding on the centre line of said thirty foot road, with the use thereof in common, the five following courses and distances viz: south thirty-six degrees fifty-six minutes west one hundred and seventy-four and seventy-three one-hundredths feet, south sixty-seven degrees fifty-two minutes west ninety-two and thirteen one-hundredths feet, south twelve degrees twenty-nine minutes east seventy-one and nine one-hundredths feet south eighteen degrees fifty-eight minutes east one hundred and sixty-two and eighty-four one-hundredths feet and south forty-one degrees thirty-eight minutes east two hundred and eleven and ninety-one one-hundredths feet to the place of beginning. Containing 3.7 acres of land, more or less. The improvements thereon being now or formerly known as No. 104 Woodbrook Lane.

BEING one of the properties described in Deed dated March 5, 1979 and recorded among the Land Records of Baltimore County, Maryland in Liber 5996 folio 144 from Robert N. McCormick and Barbara K. McCormick, his wife, to Alan B. Cohen and Miriam L. Cohen, his wife, in fee simple.

RETURN TO:
WOODBROOK, LLC
215 OLD PADONIA RD.
ROCKEYSVILLE, MD. 21030

0016825 022

C-BA 844 (A)

State of Maryland Land Instrument Intake Sheet

☐ **Baltimore City** ☒ **County:** Baltimore

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

Space Reserved for Circuit Court Clerk Recording Validation

IMP FD SURE $ 5.00
RECORDING FEE 20.00
TR TAX STATE 4,875.00
TOTAL 4,900.00
Rcpt# DA04 Rcpt # 9418
BM LL Blk # 1714
Apr 16, 2002 11:05 am

1 Type(s) of Instruments (☐ Check Box if Addendum Intake Form is Attached.)

X Deed	☐ Mortgage	☐ Other	☐ Other	
☐ Deed of Trust	☐ Lease			

2 Conveyance Type Check Box

☐ Improved Sale Arms-Length *[1]*	☐ Unimproved Sale Arms-Length *[2]*	☐ Multiple Accounts Arms-Length *[3]*	☐ Not an Arms-Length Sale *[9]*

3 Tax Exemptions (If Applicable) Cite or Explain Authority

Recordation	
State Transfer	
County Transfer	

4 Consideration and Tax Calculations

Consideration Amount	
Purchase Price/Consideration	$ 975,000.00
Any New Mortgage	$
Balance of Existing Mortgage	$
Other:	$
Other:	$
Full Cash Value	$

Finance Office Use Only	
Transfer and Recordation Tax Consideration	
Transfer Tax Consideration	$
X ( ) % =	$
Less Exemption Amount –	$
Total Transfer Tax =	$ 14,625.00
Recordation Tax Consideration	$
X ( ) per $500 =	$ 4,875.00
TOTAL DUE	$

5 Fees

4875 + 20 = 4895

Amount of Fees	Doc. 1	Doc. 2
Recording Charge	$ 20.00	$
Surcharge	$ 5.00	$
State Recordation Tax	$ 4,875.00	$
State Transfer Tax	$ 4,875.00	$
County Transfer Tax	$ 14,625.00	$
Other	$	$
Other	$	$

Agent: RAB
Tax Bill: ~~pd~~ FY
C.B. Credit: —
Ag. Tax/Other: N —

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
09	09-01-352460	5996-144			☐ (5)

Subdivision Name	Lot (3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	SqFt/Acreage (4)

Location/Address of Property Being Conveyed (2)

104 Woodbrook Lane

Other Property Identifiers (if applicable)	Water Meter Account No.

Residential ☐ or Non-Residential ☐ | Fee Simple ☒ or Ground Rent ☐ | Amount:

Partial Conveyance? ☐ Yes ☐ No | Description/Amt. of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed:

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Alan B. and Miriam L. Cohen	
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	**Doc. 2 - Owner(s) of Record, if Different from Grantor(s)**

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Woodbrook, LLC	

New Owner's (Grantee) Mailing Address

215 Old Padonia Road, Cockeysville, Md. 21030

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: J. Elmer Weisheit, Esq.
Firm:
Address: 413 Brightwood Club Drive
Lutherville, Md. 21093 Phone: (410)296-4343

☐ Return to Contact Person
☐ Hold for Pickup
☒ Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

☐ Yes ☒ No Will the property being conveyed be the grantee's principal residence?
☐ Yes ☒ No Does transfer include personal property? If yes, identify:
☐ Yes ☒ No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

☐ Original Verification ☐ Agricultural Verification ☐ Whole ☐ Part ☐ Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year	19	19	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Account Number			Use	Parcel	Section	Occ. Cd.
Total			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

DISTRIBUTION: White - Clerk's Office
Canary - SDAT
Pink - Office of Finance
Goldenrod - Preparer
AOC-CC-300 (6/95)

PAID RECEIPT
ACTUAL TIME
4/16/2002 10:57:17
KMCM KXM DRAWER 4
REG W506 MARYLAND
9/16/2002
BUSINESS
RECEIPT # 102451 9/16/2002 OFLN
RECORDATION TAXES
DEPT. /
REMARKS:
ACCOUNT # 352460
RECPT# $19,500.00
Land CA
Year .00
County, MaryLand

THIS DEED, Made this 7th day of January, in the year 1970, by and between S. James Campbell, Executor under the Last Will and Testament of Grace M. Campbell, deceased, party of the first part, Grantor; and James C. Alban, III and Carolyn C. Alban, his wife, parties of the second part, Grantees.

WHEREAS, Grace M. Campbell departed this life on or about October 8, 1968, and by her Last Will and Testament, duly recorded in the Office of the Register of Wills for Baltimore County in Wills Liber 108 Folio 53, constituted and appointed H. Guy Campbell (who predeceased her) and S. James Campbell, Executor under her Last Will and Testament with full powers unto the said Executor to sell as by reference to said Will will more fully appear; and

WHEREAS, the said Executor acting in exercise by virtue and in pursuance of the power and authority so vested in him as aforesaid has sold unto James C. Alban, III and Carolyn C. Alban, his wife, the property hereinafter described at and for the sum of One Hundred Twenty Thousand Dollars ($120,000) which said sale has been duly reported to and finally ratified by the Orphan's Court for Baltimore County, and the full amount of the purchase price has been paid and satisfied unto the said Executor, wherefore he is authorized to execute these presents.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the sum of One Hundred Twenty Thousand Dollars ($120,000), the receipt whereof is hereby acknowledged, the party of the first part, Executor as aforesaid, acting in exercise, by virtue and in pursuance of the power and authority conferred upon him as aforesaid, does hereby grant and convey unto said parties of the second part as tenants by the entireties, their assigns and the survivor of them, his or her heirs and assigns in fee simple, all those lots of ground situate in the Ninth Election District of Baltimore County, in the State of Maryland and described as follows, that is to say:

SEE ATTACHED "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF

STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $110.00
STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $110.00
STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $110.00
STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $55.00
STATE OF MARYLAND RECORDATION TAX ACT OF 1947 $11.00

TAX $ 600 REC. # STATE PROPERTY TRANSFER JAN 9 1970
AID CO 5 1 5 JAN 9 1,800.00 160

J. ELMER WEISHEIT, JR.
ATTORNEY-AT-LAW
TOWSON, MARYLAND
COLUMBIA, MARYLAND

EXHIBIT A

FIRST

BEGINNING for the same at a point in the centre line of Woodbrook Lane at the distance of sixteen and twenty-six one-hundredths feet measured northeasterly along the centre line of Woodbrook Lane from the end of the south forty-one degrees thirty-eight minutes east three hundred and eighty-eight and eighty-three one-hundredths feet line of the land which by deed dated September 1, 1933 and recorded among the Land Records of Baltimore County in Liber L McL M no. 912 Folio 377 was conveyed by Safe Deposit and Trust Company of Baltimore trustee to T. Buchanan Blakiston and wife, and running thence with the lines of said land and binding on the centre line of Woodbrook Lane, formerly called Hurstleigh Avenue north seventy-one degrees six minutes east ninety-four and thirty one-hundredths feet and north seventy-three degrees fifty-nine minutes east seventy-nine and fifty-six one-hundredths feet; thence leaving the outlines of the whole tract and running for lines of divis ion now made north seventeen degrees no minutes east three hundred and fifty-s ix and fourteen one-hundredths feet to an iron pipe and north sixty degrees fifty-s even minutes wes t three hundred and thirty-five and eighty-one-hundredths feet to the centre line of a thirty foot road there laid out; thence binding on the centre line of said thirty foot road, with the use thereof in common, the five following courses and distances viz: south thirty-s ix degrees fifty-six minutes west one hundred and seventy-four and seventy-three one-hundredths feet, south sixty-seven degrees fifty two minutes west ninety-two and thirteen one-hundredths feet, south twelve degrees twenty-nine minutes east seventy-one and nine one-hundredths feet south eighteen degrees fifty-eight minutes east one hundred and sixty-two and eighty-four one-hundredths feet and south forty-one degrees thirty-eight minutes east two hundred and eleven and ninety-one one-hundredths feet to the place of beginning. Containing 3.7 acres of land, more or less.

BEING the same tract of land described in Deed dated June 30, 1950 and recorded among the Land Records of Baltimore County in Liber 1851 Folio 388 was granted and conveyed by F. Colston Young and Nellie B. Young, his wife to H. Guy Campbell and Grace M. Campbell, his wife.

SECOND

BEGINNING for the same at a point in the fourth line of a parcel of land which by Deed dated June 30, 1950 and recorded among the Land Records of Baltimore County in Liber T. B. S. No. 1851, Folio 388, was granted and conveyed by F. Colston Young and wife to H. Guy Campbell and wife, distant north 60 degrees 57 minutes west 83 feet measured along said fourth line from a pipe heretofore set at the beginning of said line; thence running, with and binding on a part of said fourth line north 60 degrees 57 minutes west 50. 5 feet; thence leaving said outline and running for a line of division north 44 degrees 58 minutes east 153 feet, morcor less, to the southwest side of Buchanan Road; thence south 40 degrees 15 minutes 27 seconds east binding on the southwest side of said Buchanan Road 50 feet, more or less, to a point drawn north 43 degrees 15 minutes 54 seconds east from the place of beginning; and thence reversing said line so drawn south 43 degrees 15 minutes 54 seconds west 135 feet,more or less to the place of beginning.

BEING part of Lot No. 22 on the Plat of Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G. L. B. No. 18 Folio 30.

THIRD

BEING KNOWN AND DESIGNATED as Lot No. 23 as shown on Plat entitled Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G. L. B. No. 18 Folio 30.

BEING part of a Deed dated January 22, 1962 and recorded among the Land Records of Baltimore County in Liber 3957 Folio 564 was granted and conveyed by S. James Campbell and Mary Jo Campbell, his wife to H. Guy Campbell and Grace M. Campbell, his wife.

FOURTH

BEING KNOWN AND DESIGNATED as Lots Nos. 24 and 25 as shown on Plat entitled, Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G. L. B. No. 18 Folio 30.

For title of said H. Guy Campbell and Grace M. Campbell, his wife, see the following:

1. Deed dated August 4, 1952 and recorded among the Land Records of Baltimore County in Liber 2151 Folio 286 from I. Buchanan Blackiston and Jessie Black Blackiston, his wife.

2. Deed dated January 22, 1962 and recorded among the Land Records of Baltimore County in Liber 3957 Folio 564 from S. James Campbell and Mary Jo Campbell, his wife.

FIFTH

BEING KNOWN AND DESIGNATED as Lot No. 26 as shown on Plat entitled, Woodley which Plat is recorded among the Land Records of Baltimore County in Plat Book G. L. B. No. 18 Folio 30.

BEING the same lot of ground described in Deed dated October 5, 1954 and recorded among the Land Records of Baltimore County in Liber 2567 Folio 564 was granted and conveyed by C. Davis Hogendorp, Inc. to H. Guy Campbell and Grace M. Campbell, his wife.

SIXTH

BEING KNOWN AND DESIGNATED as Lot No. 27 as shown on Plat entitled, Woodley, which Plat is recorded among the Land Records of Baltimore County in Plat Book G. L. B. No. 18 Folio 30.

BEING the same lot of ground described in Deed dated September 9, 1952 and recorded among the Land Records of Baltimore County in Liber 2173 Folio 185 was granted and conveyed by T. Buchanan Blackiston and Jessie Black Blackiston, his wife, to H. Guy Campbell and Grace M. Campbell, his wife.

BEING meaning and intending to convey by these presents all that tract of land known as "Spotswood" located at the northwest corner of Woodbrook Lane and Buchanan Road, upon which H. Guy Campbell and Grace M. Campbell resided until their deaths.

TOGETHER with the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said described lot of ground and premises unto and to the use of the parties of the second part, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, in fee simple.

WITNESS the hand and seal of the party of the first part herein, Executor as aforesaid.

WITNESS:

J. ELMER WEISHEIT, JR.

S. James Campbell (SEAL)
S. James Campbell, Executor

STATE OF MARYLAND, County of Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 7th day of January, 1970, before me, a Notary Public of the State aforesaid, personally appeared S. James Campbell, Executor as aforesaid, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who signed the same in my presence, and acknowledged that he executed the same for the purposes therein contained and in the capacity therein stated.

WITNESS my hand and Notarial Seal.

J. Elmer Weisheit, Jr. Notary Public

My Commission expires: July 1, 1970

J. ELMER WEISHEIT, JR. NOTARY PUBLIC

Rec'd for record JAN 9 1970 at 2 03 P M
Per Orville T. Carroll, Clerk
Recorded by Chesapeake Title Co
Receipt No. 28596

J. ELMER WEISHEIT, JR.
ATTORNEY-AT-LAW
TOWSON, MARYLAND
COLUMBIA, MARYLAND

THIS DEED, Made this 1st day of June, in the year One Thousand Nine Hundred and Seventy-Seven, by and between JAMES C. ALBAN, III, of Baltimore County, State of Maryland, party of the first part, and ROBERT N. MCCORMICK and BARBARA K. MCCORMICK, his wife, parties of the second part.

WITNESSETH, That for and in consideration of the sum of Five Dollars, and other good and valuable considerations, this day paid, the receipt whereof is hereby acknowledged, the said JAMES C. ALBAN, III does hereby grant and convey unto the said ROBERT N. MCCORMICK and BARBARA K. MCCORMICK, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs, Personal Representatives and assigns of the survivor, in fee simple, all those lots or parcels of ground situate and lying in the Ninth Assessment District of Baltimore County, in the State of Maryland, and described as follows, to wit:

I. All that 3.7 acres of land, more or less, situate on the northernmost side of Woodbrook Lane, more particularly described as the first parcel, under Exhibit A, in Deed dated January 7, 1970 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5064 folio 475, from S. James Campbell, Executor, unto James C. Alban, III and Carolyn C. Alban, his wife, to which Deed reference is hereby made for a more particular description.

II. All that southernmost part of Lot No. 22, as shown on the Plat of "Woodley", which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18 folio 30, more particularly described as the second parcel, under Exhibit A, in Deed dated January 7, 1970 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5064 folio 475, from S. James Campbell, Executor, unto James C. Alban, III and Carolyn C. Alban, his wife, to which Deed reference is hereby made for a more particular description.

III. Being known and designated as Lots Nos. 23, 24, 25, 26 and 27, as shown on the Plat of "Woodley", which Plat is recorded among the Land Records of Baltimore County in Plat Book G.L.B. No. 18 folio 30, more particularly described as the third, fourth, fifth and sixth parcels, respectively, under Exhibit A, in Deed dated January 7, 1970 and recorded among the Land Records of Baltimore County in Liber O.T.G. No. 5064 folio 475, from S. James Campbell, Executor, unto James C. Alban, III and Carolyn C. Alban, his wife, to which Deed reference is hereby made for a more particular description.

The improvements are now known as 104 Woodbrook Lane.

SEE ALSO Deed dated May 26, 1977 and recorded or intended to be recorded among the Land Records of Baltimore County immediately

.0013 26 JUN ? 371250 MSC

prior hereto, from James C. Alban, III and Carolyn C. Alban, his wife, unto James C. Alban, III, the within Grantor.

TOGETHER WITH the buildings and improvements thereupon erected, made or being; and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or anywise appertaining.

TO HAVE AND TO HOLD said lots of ground and premises above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said ROBERT N. MCCORMICK and BARBARA K. MCCORMICK, his wife, as tenants by the entireties, their assigns, the survivor of them, and theheirs, Personal Representatives and assigns of the survivor, in fee simple.

AND THE SAID party of the first part hereby covenants that he has not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the hand and seal of the within Grantor.

TEST:

Byron B. Hartslot

James C. Alban, III (SEAL)

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

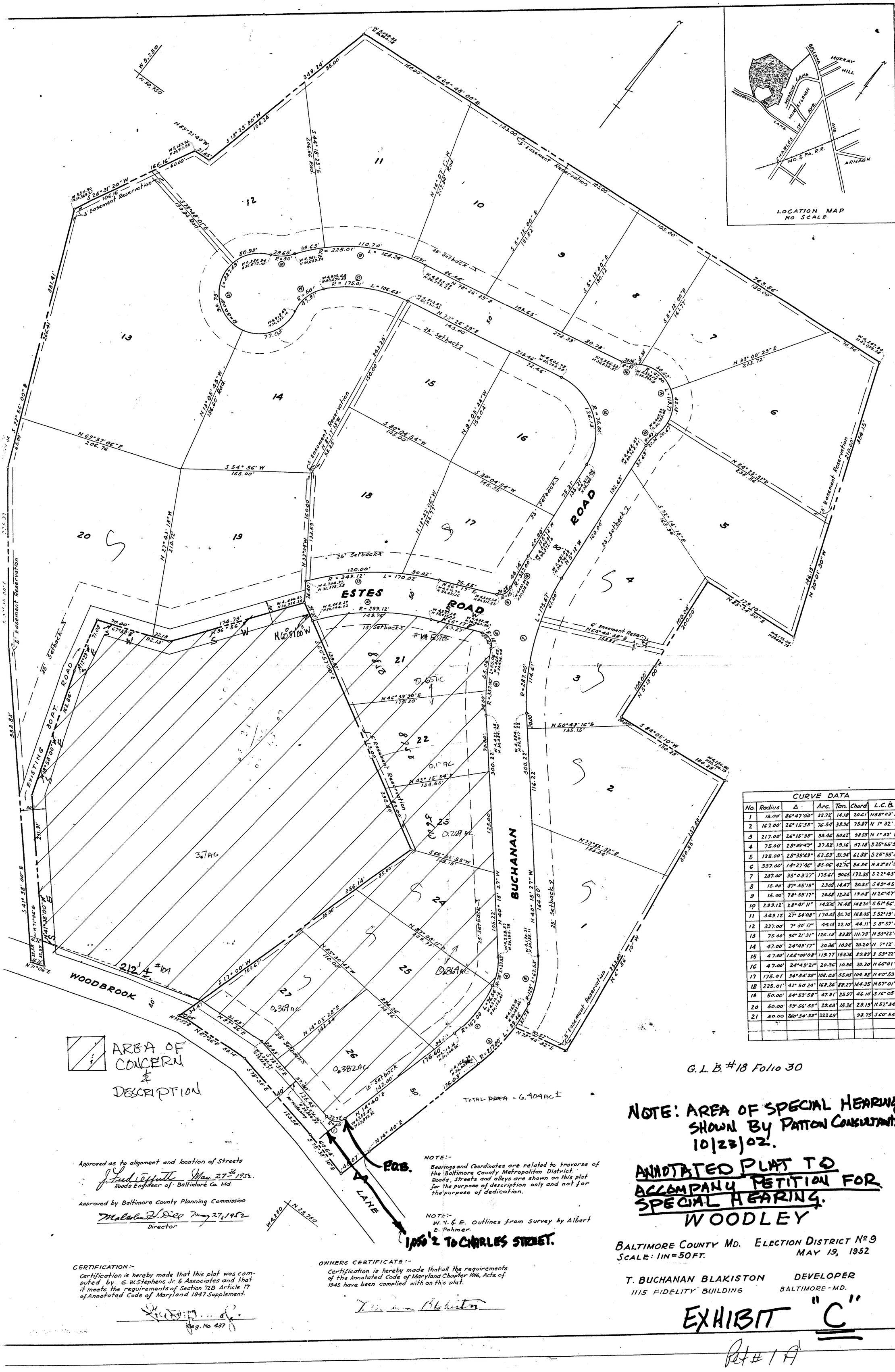
I HEREBY CERTIFY, That on this 1st day of June, 1977, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES C. ALBAN, III, the within Grantor, and he acknowledged the foregoing Deed to be his act.

AS WITNESS my hand and Notarial Seal.

Blanche F. Montgomery
NOTARY PUBLIC

My Commission Expires: July 1, 1978

Recorded For Record JUN 2 1977 1:38 pm
Per Elmer H. Kahline, Jr., Clerk
Mail to
Receipt No.



CURVE DATA						
No.	Radius	Δ	Arc.	Tan.	Chord	L.C.B.
1	15.00'	86°47'00"	22.72'	14.18'	20.61'	N58°03'30"
2	167.00'	26°15'38"	76.54'	38.96'	75.87'	N 1°32'11"
3	217.00'	26°15'38"	99.46'	50.62'	98.59'	N 1°32'11"
4	75.00'	28°39'49"	37.52'	19.16'	37.13'	S 25°55'32"
5	125.00'	28°39'49"	62.53'	31.94'	61.88'	S 25°55'32"
6	337.00'	14°27'46"	85.06'	42.76'	84.84'	N 33°01'34"
7	287.00'	35°03'27"	175.61'	90.65	172.88'	S 22°43'44"
8	15.00'	87°55'19"	23.02'	14.47'	20.83'	S 69°45'2
9	15.00'	73°59'17"	20.08'	12.36'	19.08'	N 26°47'22"
10	293.12'	28°41'11"	146.76'	74.98'	148.20'	S 51°56'24"
11	349.12'	27°54'08"	170.02'	86.74'	168.35'	S 52°19'56"
12	337.00'	7°30'17"	44.14'	22.10'	44.11'	S 8°57'08"
13	75.00'	96°21'31"	126.13'	83.32'	111.79'	N 53°22'46"
14	47.00'	24°49'17"	20.36'	10.34'	20.20'	N 7°12'38"
15	47.00'	146°00'08"	119.77'	153.74'	89.89'	S 53°22'47"
16	47.00'	24°49'21"	20.36'	10.34'	20.20'	N 66°01'49"
17	175.01'	34°54'28"	106.63'	55.03'	104.98'	N 60°59'15"
18	225.01'	42°50'24"	168.24'	88.27'	164.35'	N 57°01'17"
19	50.00'	54°53'58"	47.91'	25.97'	46.10'	S 16°05'02"
20	50.00'	33°56'53"	29.63'	15.26'	29.19'	N 52°34'32"
21	50.00	260°54'55"	227.69'		98.75'	S 60°54'2

Approved as to alignment and location of Streets
J. Earl Leffler May 27th 1952.
Roads Engineer of Baltimore Co. Md.

Approved by Baltimore County Planning Commission
Malcolm D. Dill May 27, 1952
Director

CERTIFICATION:-
certification is hereby made that this plat was computed by G. W. Stephens Jr. & Associates and that it meets the requirements of Section 728 Article 17 of Annotated Code of Maryland 1947 Supplement.

Reg. No. 437

NOTE:-
Bearings and Coordinates are related to traverse of the Baltimore County Metropolitan District. Roads, streets and alleys are shown on this plat for the purpose of description only and not for the purpose of dedication.

NOTE:-
W. N. & E. Outlines from Survey by Albert E. Pohmer.

OWNERS CERTIFICATE:-
Certification is hereby made that all the requirements of the Annotated Code of Maryland Chapter 1016, Acts of 1945 have been complied with on this plat.

T. Buchanan Blakiston

G. L. B. #18 Folio 30

NOTE: AREA OF SPECIAL HEARING SHOWN BY PATTON CONSULTANTS. 10/23/02.

ANNOTATED PLAT TO ACCOMPANY PETITION FOR SPECIAL HEARING.

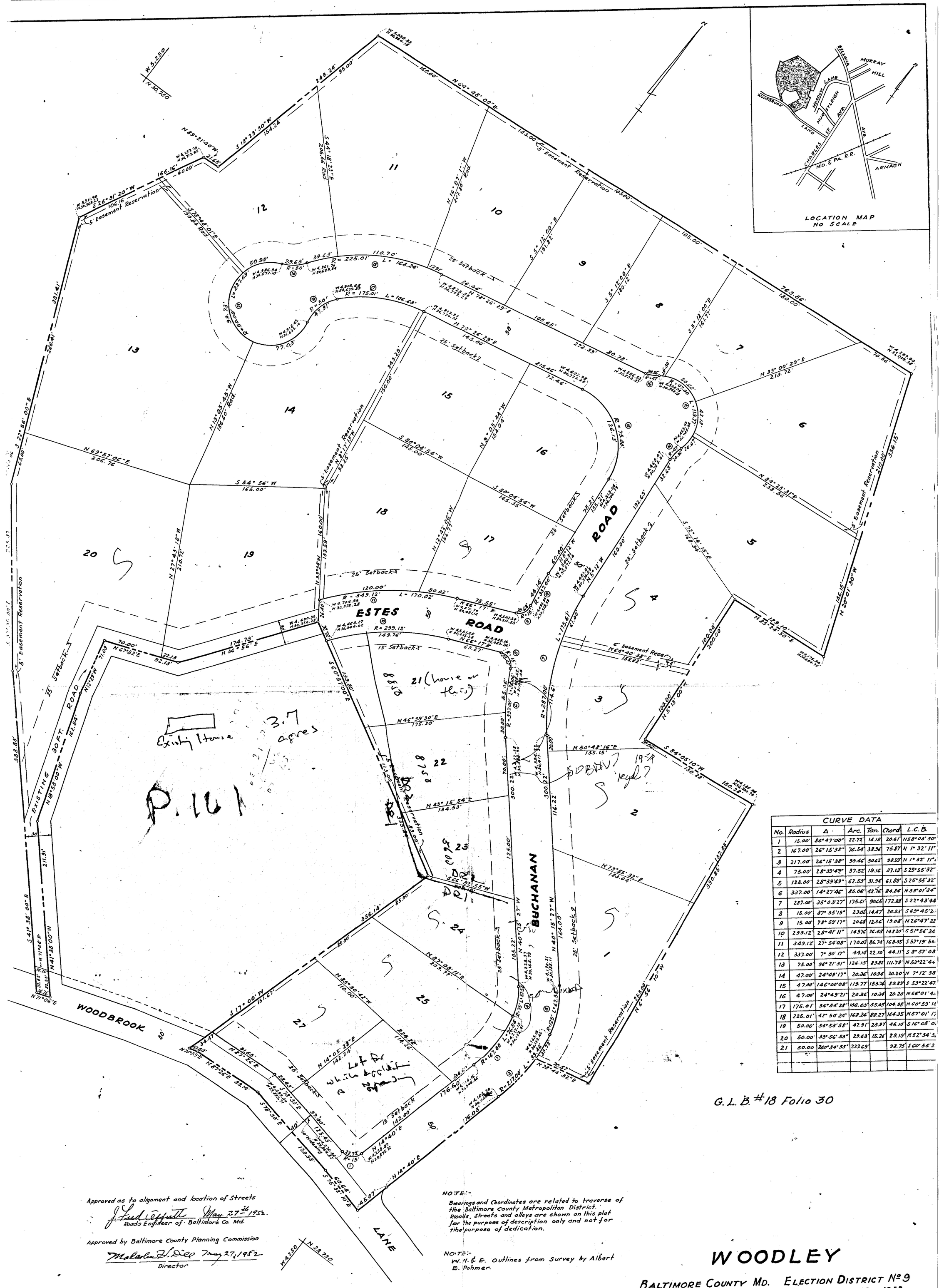
WOODLEY

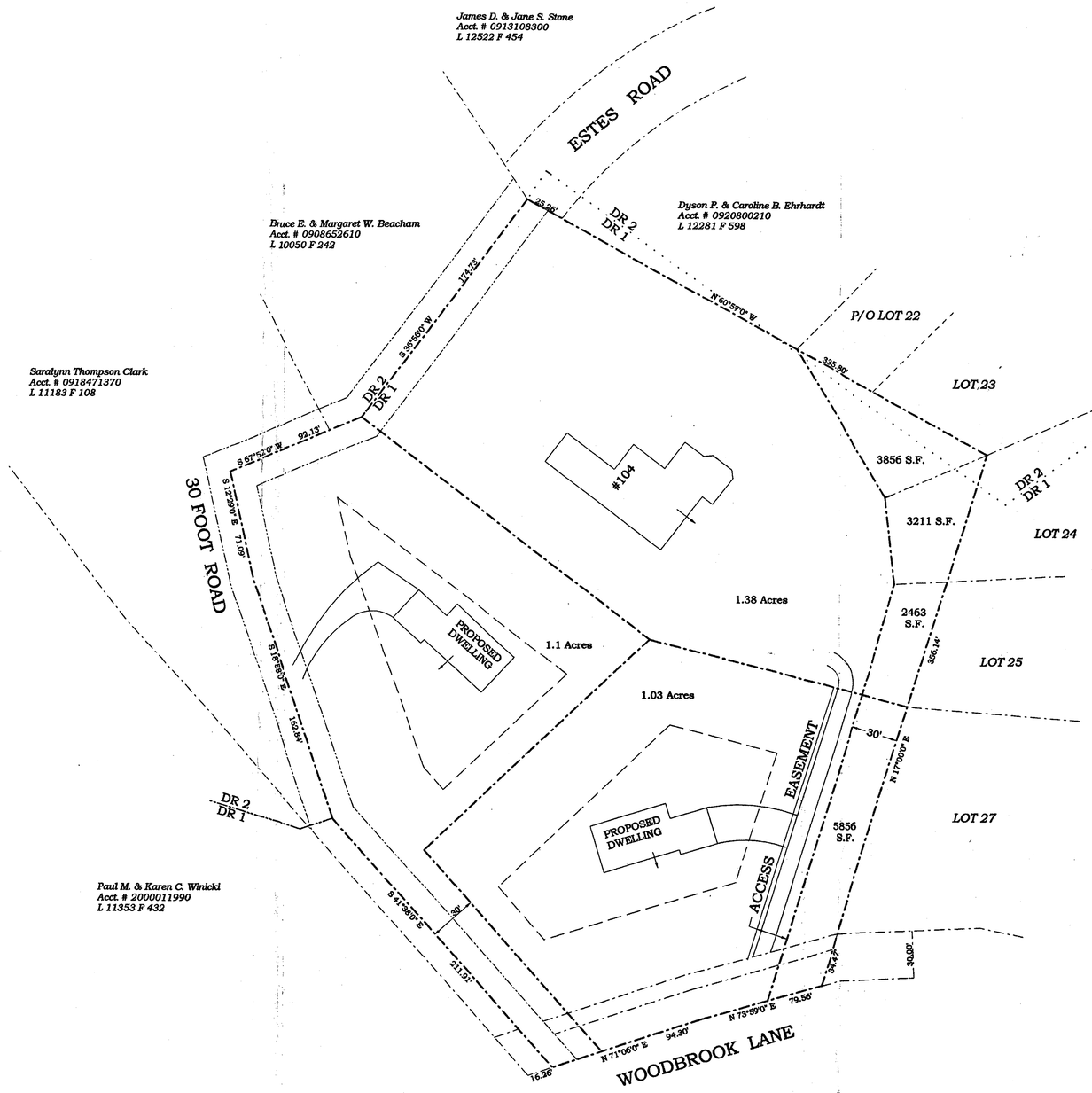
BALTIMORE COUNTY MD. ELECTION DISTRICT Nº 9
SCALE: 1 IN = 50 FT. MAY 19, 1952

T. BUCHANAN BLAKISTON DEVELOPER
1115 FIDELITY BUILDING BALTIMORE - MD.

EXHIBIT "C"

Pet # 1


N
W 5,250
N 30,750
W 5,658.32
N 34,361.18
249.24'
35.00'
160.00'
N 64° 48' 00" E
143.00'
5' Easement Reservation
105.00'
105.00'
763.56'
180.00'
S 5° 12' 00" E
191.82'
S 5° 12' 00" E
180.12'
S 5° 12' 00" E
161.77'
N 33° 00' 29" E
213.72'
W 4,287.89
N 34,028.39
70.36'
N 84° 25' 31" E
238.56'
356.15'
N 20° 01' 30" W
146.15'
129.10'
N 35° 14' 30" E
S 22° 14' 15" E
168.54'
5' Easement Reservation
210.00'
N 64° 40' 38" E
158.82'
100.00'
200.00'
N 5° 13' 00" W
100.00'
S 84° 05' 10" W
150.28'
W 4,136.84
N 34,130.79
180.38'
N 50° 48' 16" E
135.15'
S 41° 38' 00" E
211.91'
N 41° 38' 00" W
N 71° 06' E
N 18° 58' 00" W
EXISTING 30 FT. ROAD
162.84'
328.83'
S 22° 56' 00" E
226.41'
331.41'
N 69° 57' 06" E
206.76'
S 54° 56' W
165.00'
N 13° 05' 45" W
186.60' Rad.
N 22° 43' 18" W
210.72'
S 26° 31' 20" W
106.16'
60.00'
N 89° 21' 40" W
W 5,137.70
N 34,717.85
21.65'
S 13° 23' 30" W
154.24'
166.16'
5' Easement Reservation
S 28° 48' 01" E
150.24 Rad.
S 44° 18' 23" E
206.66 Rad.
N 16° 07' 17" W
207.38' Rad.
W 5,211.90
N 30,569.27
50.93'
29.63'
R = 50'
39.63'
R = 225.01'
110.70'
L = 168.24'
28' Setback
W 4,361.74
N 30,683.24
W 4,984.94
N 30,672.10
L = 227.69'
R = 50'
77.03'
W 4,905.44
N 30,629.33
R = 175.01'
L = 106.63'
W 4,813.47
N 30,730.14
W 4,918.46
N 30,655.10
N 78° 26' 29" E
86.26'
N 73° 26' 29" E
143.00'
105.65'
272.33'
80.78'
W 4,562.78
N 30,791.48
215.46'
72.46'
W 4,566.63
N 34,353.97
20.46'
R = 47.00'
L = 23.27'
W 4,585.93
N 30,792.84
20.67'
R = 75.00'
126.13'
W 4,488.47
N 30,725.51
32.63'
192.43'
75.21'
135.21'
W 4,433.96
N 30,746.19
N 15° 12' W
60.00'
W 4,502.84
N 30,578.74
W 4,451.08
N 30,744.14
N 15° 12' W
44.14'
R = 333.00'
W 4,507.54
N 30,511.55
N 66° 17' E
75.55'
R = 15'
20.67'
W 4,488.14
N 66° 17' E
69.27'
R = 299.12'
149.76'
W 4,668.27
N 36,344.02
W 4,690.35
N 36,356.28
174.73'
N 36° 56' E
92.13'
70.00'
N 67° 52' E
22.13'
71.09'
N 12° 28' W
ROAD
15' Setback
25' Setback
S 60° 57' 00" E
139.80'
N 46° 39' 30" E
175.20'
W 4,704.95
N 30,578.28
R = 349.12'
L = 170.02'
120.00'
50.02'
25' Setback
N 33° 34' W
133.59'
160.00'
N 13° 42' 06" W
152.17'
N 27° 13' 13" W
93.25'
S 80° 04' 54" W
145.00'
S 80° 04' 54" W
145.35'
N 9° 05' 44" W
154.04'
243.25'
150.00'
25' Setback
3' Easement Reservation
S 54° 56' W
165.00'
N 69° 57' 06" E
206.76'
S 22° 56' 00" E
63.00'
5' Easement Reservation
25' Setback
ESTES ROAD
50'
W 4,488.14
N 36,481.16
W 4,488.14
N 30,263.34
W 4,551.89
N 30,525.39
N 66° 17' E
69.27'
R = 15'
20.67'
W 4,488.14
N 30,263.34
R = 337.00'
30.00'
W 4,321.38
N 30,317.32
W 4,544.43
N 30,317.32
70.00'
300.22'
N 50° 48' 16" E
135.15'
20.00'
W 4,544.43
N 30,317.32
W 4,321.38
N 30,387.32
300.22'
116.22'
125.00'
R = 287.00'
114.61'
L = 175.61'
67.00'
S 5° 13' 00" E
100.00'
N 5° 13' 00" W
100.00'
S 84° 05' 10" W
150.28'
W 4,136.84
N 34,130.79
180.38'
S 84° 05' 10" W
150.28'
W 4,136.84
N 34,130.79
180.38'
N 79° 55' 32" E
183.04'
390.85'
137.85'
N 6° 56' 70" W
253.80'
5' Easement Reservation
N 78° 44' 32" E
33.72'
20.57'
R = 217.00'
L = 162.54'
W 4,165.72
N 30,208.62
176.03'
R = 167.00'
L = 176.54'
W 4,123.18
N 30,102.85
99.46'
W 4,165.72
N 30,208.62
176.60'
W 4,114.16
N 30,348.56
34.57'
15' Setback
142.00'
N 14° 40' E
50'
N 14° 40' E
45.07'
W 4,258.87
N 29,875.72
22.72'
R = 15'
W 4,226.45
N 29,922.97
125.43'
No Widening
123.58'
S 75° 38' 10" E
60.64'
S 78° 33' E
140'
32.00'
W 4,332.37
N 29,929.37
S 78° 33' E
89.14'
N 87° 26' E
N 79° 59' E
34.47'
N 71° 06' E
32.53'
32.53'
N 71° 06' E
N 17° 04' E
S 17° 00' W
151.67'
N 85° 30' 42" W
110.00'
N 87° 08' 11" E
209.77'
85.00'
85.00'
356.14'
25' Setback
N 40° 15' 27" W
164.00'
N 40° 15' 27" W
105.22'
W 4,228.53
N 30,188.15
W 4,139.31
N 30,139.11
N 73° 13' 35" E
125.00'
R = 167.00'
L = 176.54'
W 4,123.18
N 30,102.85
W 4,165.72
N 30,208.62
W 4,114.16
N 30,348.56
176.60'
N 14° 05' 28" E
142.24'
224.22'
114.26'
25' Setback
N 14° 40' E
W 4,258.87
N 29,875.72
22.72'
R = 15'
W 4,226.45
N 29,922.97
125.43'
No Widening
123.58'
S 75° 38' 10" E
60.64'
45.07'
N 14° 40' E
50'
LANE
WOODBROOK RD
EXISTING 30 FT. ROAD
N 18° 58' 00" W
162.84'
328.83'
S 41° 38' 00" E
211.91'
N 41° 38' 00" W
N 71° 06' E
W 4,250
N 29,750
BUCHANAN
ROAD
25' Setback
25' Setback
25' Setback
25' Setback
25' Setback
25' Setback
25' Setback
25' Setback
25' Setback
25' Setback
3' Easement Reservation
3' Easement Reservation
3' Easement Reservation



VICINITY MAP 1" = 2000'

GENERAL NOTES

- Owner - Alan B. & Miriam L. COHEN
- Deed Reference 5996/144
- The property shown hereon has been intact since The developer's surveyor has confirmed that no part of the gross area of this property as shown on the plan has ever been utilized, recorded or represented as density or area to support any off site dwellings.
- Tax Map 79 Grid 05 Parcel 161
- Tax Account No. 0901352460
- Existing Zoning DR 1 & DR 2
- Zoning Map
- The property shown hereon lies in Flood Zone C
- Census Tract - 4905
- Subsewershed - 54
- Regional Planning District - 314
- School Districts
  Rodgers Forge Elementary
  Dumbarton Middle School
  Towson High School
- there are no underground fuel storage tanks on the site or within 100 feet of property.
- Accessory structures on the subject property as shown
- All site runoff must be conveyed to a suitable outfall without imposing an adverse impact on the receiving waterbody, wetland, storm drain or adjacent property.
- All impervious area should be limited to 30% of cleared area and conveyed as sheet flow through vegetated areas without concentrating or cause erosion.
- House downspouts are to be discharged onto pervious areas or into dry wells, where feasible.
- Limit of Disturbance - SHOWN
- Additional Subdivision of these parcels and/or Lots will require SWM controls for this site and the additional subdivision.
- The property shown hereon is serviced with public water and sewer.
- The structure located at 104 WOODBROOK LANE is listed on the MHT Inventory as BA 2357 "SPOTSWOOD" and will be retained as such.

FOREST CONSERVATION NOTE

REQUESTING A VARIANCE FOR OFFSITE RETENTION OF A MITIGATION BANK

PREVIOUS HEARINGS / VARIANCES

BALTIMORE COUNTY MINOR SUBDIVISION
Project No.
DEVELOPMENT REGULATIONS
☐ Exempt from Division 2 ☐ Panhandle, exempt from Section 26-202 & 26-206
PDM CERTIFICATION
☐ Approved ☐ Disapproved
By: _____ Date: _____
APPROVED, DEPRM
By: _____ Date: _____

LEGEND

PROPERTY LINE - - - -
LIMIT OF DISTURBANCE - - - -

OWNER / DEVELOPER

DATE	REVISION

(PRELIMINARY)

MINOR SUBDIVISION PLAN

PLAT OF THE PROPERTY OF

104 WOODBROOK LANE

Ninth Election District Baltimore County, MD.
Fourth Councilmanic District

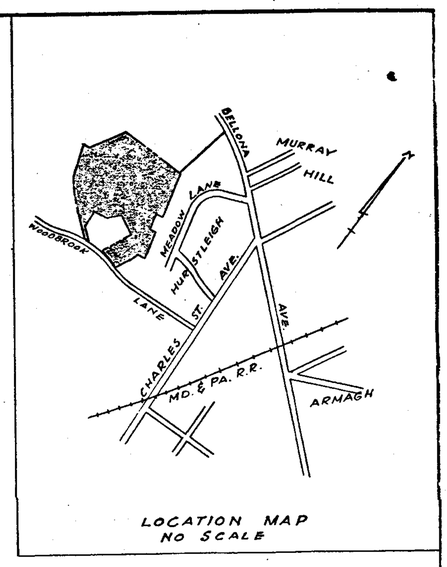
Scale 1" = 40' | DATE: August, 2002 | Job No. M-415-02

W. T. SADLER SURVEYORS
152 Westminster Pike
Reisterstown, MD. 21136
410-526-5618

I HEREBY CERTIFY THAT I HAVE REVIEWED WITH DUE DILIGENCE THE MINOR SUBDIVISION COMMENTS DATED_____ AND HAVE PREPARED WITH DUE DILIGENCE THIS MINOR SUBDIVISION PLAN PURSUANT TO THOSE AGENCY COMMENTS.

JAMES C. SADLER REG. No. 449 DATE

Pet. Exh. 13.
Exh A
03-218-SPH



LOCATION MAP
NO SCALE

CURVE DATA

No.	Radius	Δ	Arc.	Tan.	Chord	L.C.B.
1	15.00'	86°47'00"	22.72'	14.18'	20.61'	N58°03'30
2	167.00'	26°15'38"	76.54'	38.96'	75.87'	N 1°32'11"
3	217.00'	26°15'38"	99.46'	50.62'	98.59'	N 1°32'11"
4	75.00'	28°39'49"	37.52'	19.16'	37.13'	S 25°55'32'
5	125.00'	28°39'49"	62.53'	31.94'	61.88'	S 25°55'32'
6	337.00'	14°27'46"	85.06'	42.76'	84.84'	N 33°01'34'
7	287.00'	35°03'27"	175.61'	90.65'	172.88'	S 22°43'44
8	15.00'	87°55'19"	23.02'	14.47'	20.83'	S 69°45'2
9	15.00'	78°59'17"	20.68'	12.36'	19.08'	N 26°47'2
10	299.12'	2°8'41"	14.97'	76.48'	148.20'	S 51°56'24
11	349.12'	27°54'08"	170.02'	86.74'	168.35'	S 52°19'56
12	337.00'	7°30'17"	44.14'	22.10'	44.11'	S 8°57'03
13	75.00'	96°21'31"	126.13'	83.82'	111.79'	N 53°22'46
14	47.00'	24°49'17"	20.36'	10.34'	20.20'	N 7°12'38
15	47.00'	146°00'08"	119.77'	153.74'	89.89'	S 53°22'47
16	47.00'	24°49'21"	20.36'	10.34'	20.20'	N 66°01'4
17	175.01'	34°54'28"	106.63'	55.03'	104.98'	N 60°59'...
18	225.01'	42°50'24"	168.24'	88.27'	164.35'	N 57°01' 1
19	50.00'	54°53'58"	47.91'	25.97'	46.10'	S 16°05' 0
20	50.00'	33°56'53"	29.63'	15.26'	29.19'	N 52°34'
21	50.00	260°54'55"	222.69'		98.75'	S 60°54'2

G.L.B. #18 Folio 30

Approved as to alignment and location of Streets
J. Fred Griffith May 27th 1952.
Roads Engineer of Baltimore Co. Md.

Approved by Baltimore County Planning Commission
Malcolm D. Dill May 27, 1952
Director

CERTIFICATION:-
Certification is hereby made that this plat was computed by G. W. Stephens Jr. & Associates and that it meets the requirements of Section 72B Article 17 of Annotated Code of Maryland 1947 Supplement.

Reg. No. 437

NOTE:-
Bearings and Coordinates are related to traverse of the Baltimore County Metropolitan District. Roads, streets and alleys are shown on this plat for the purpose of description only and not for the purpose of dedication.

NOTE:-
W. N. & E. Outlines from Survey by Albert E. Pohmier.

OWNERS CERTIFICATE:-
Certification is hereby made that all the requirements of the Annotated Code of Maryland Chapter 1016, Acts of 1945 have been complied with on this platt.

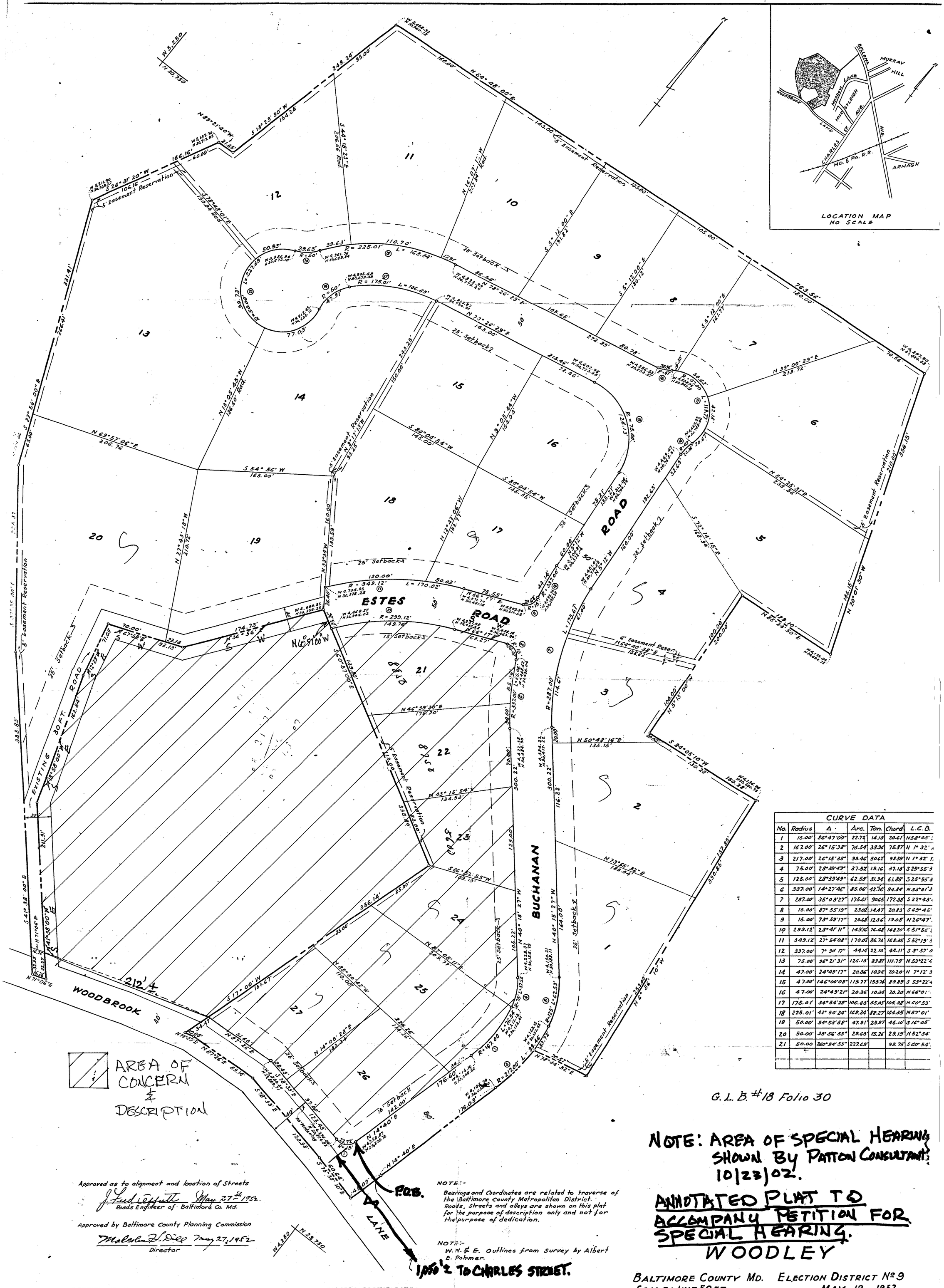
T. Buchanan Blakiston

WOODLEY

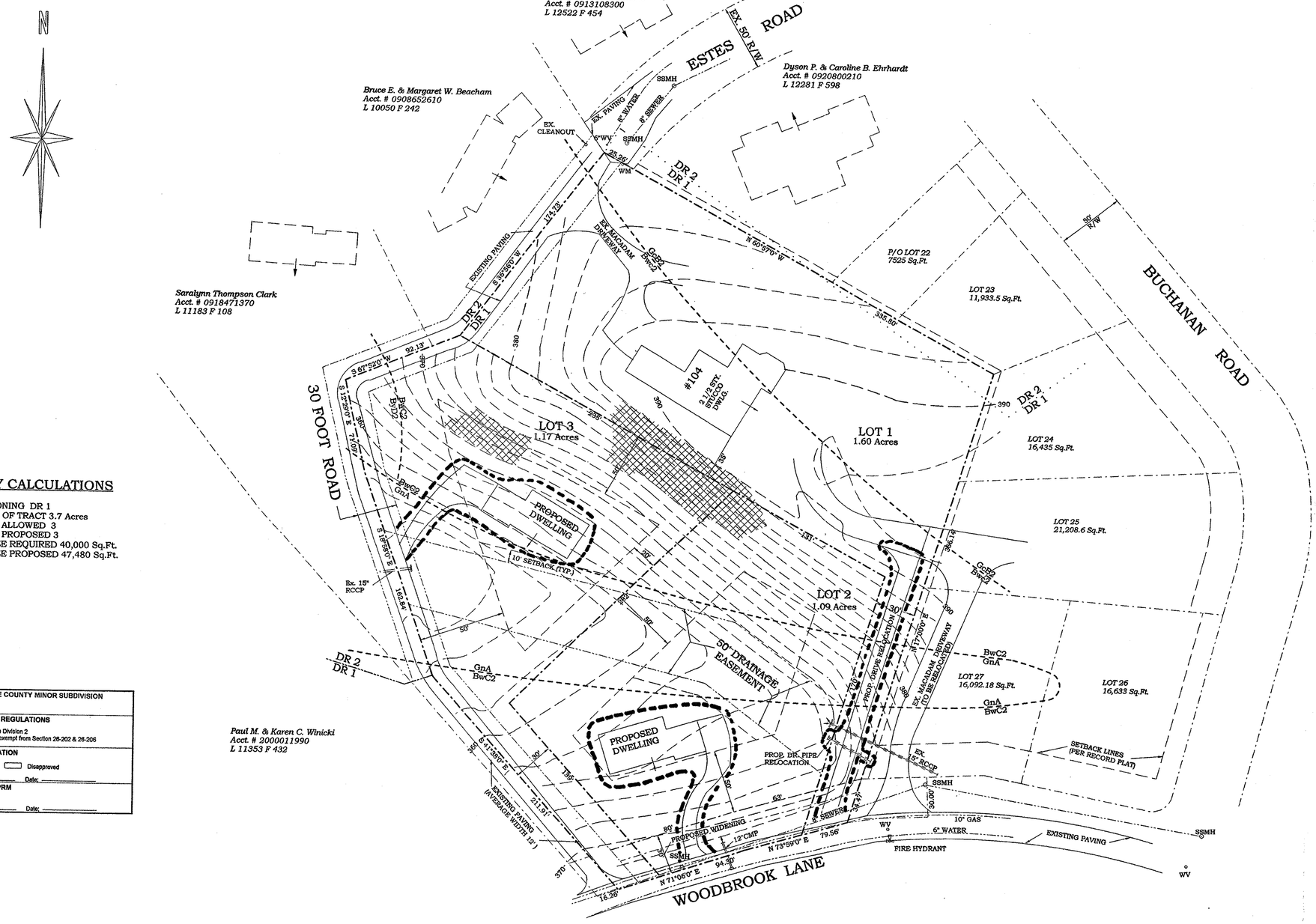
BALTIMORE COUNTY MD. ELECTION DISTRICT No 9
SCALE: 1 IN = 50 FT. MAY 19, 1952

T. BUCHANAN BLAKISTON DEVELOPER
1115 FIDELITY BUILDING BALTIMORE-MD.

Exh B.


LOCATION MAP
NO SCALE
MURRAY HILL
MEADOW LANE
HUNTSTLEIGH AVE.
WOODBROOK LANE
CHARLES
MD. & PA. R.R.
ARMAGH AVE.
BELLONA
ESTES ROAD
BUCHANAN ROAD
WOODBROOK LANE
30 FT. EXISTING
AREA OF CONCERN & DESCRIPTION
P.O.B.
1,050'± TO CHARLES STREET.
N
W 5,250
N 30,750
W 5,211.90
N 30,369.27
W 5,137.70
N 30,717.88
W 5,498.33
N 30,962.18
S 26° 31' 20" W
106.16'
166.16'
60.00'
21.65'
N 89° 21' 40" W
S 13° 23' 30" W
154.24'
249.24'
95.00'
160.00'
N 64° 48' 00" E
143.00'
5' Easement Reservation
105.00'
S 44° 18' 23" E
206.66' Rad.
N 16° 02' 17" W
207.88' Rad.
S 5° 12' 00" E
191.82'
S 28° 48' 01" E
150.84' Rad.
331.41'
226.41'
S 22° 56' 00" E
63.00'
N 69° 57' 06" E
206.76'
S 54° 56' W
165.00'
N 27° 43' 18" W
210.72'
N 13° 05' 45" W
186.60' Rad.
243.25'
150.00'
S 80° 04' 54" W
145.00'
N 9° 05' 44" W
154.04'
N 12° 42' 06" W
152.77'
N 33° 34' W
133.59'
160.00'
S 17° 00' W
151.67'
N 85° 30' 42" W
110.00'
N 14° 05' 28" E
142.24'
234.26'
114.26'
N 40° 15' 27" W
105.22'
N 85° 08' 11" E
209.77'
S 41° 38' 00" E
N 71° 06' E
S 41° 38' 00" W
N 71° 06' E
N 18° 58' 00" E
241.91'
338.83'
N 67° 52' E
70.00'
71.08'
22.13'
92.13'
S 36° 56' W
174.73'
N 60° 57' 00" W
139.30'
S 60° 57' 00" E
N 46° 39' 30" E
175.20'
N 43° 15' 54" E
134.53'
335.80'
83.00'
S 66° 52' 55" W
109.19'
356.14'
85.00'
N 87° 26' E
89.14'
S 78° 33' E
40'
92.64'
N 79° 50' E
34.47'
125.43'
10' Widening
123.58'
S 75° 38' 10" E
60.64'
N 14° 40' E
42.07'
N 14° 40' E
300.22'
116.22'
N 40° 15' 27" W
164.00'
N 50° 48' 16" E
135.15'
S 84° 05' 10" W
130.28'
150.28'
N 73° 55' 32" E
183.04'
137.85'
390.85'
S 6° 56' 10" W
N 20° 01' 30" W
356.15'
210.00'
N 84° 25' 31" E
238.56'
S 22° 14' 15" E
168.94'
192.63'
32.63'
20.67'
763.56'
180.00'
N 33° 00' 29" E
213.72'
70.56'
S 5° 12' 00" E
161.77'
S 5° 12' 00" E
180.12'
105.00'
105.65'
N 78° 26' 29" E
272.89'
80.78'
215.46'
72.46'
N 10° 26' 29" E
143.00'
86.46'
N 78° 26' 29" E
129.10'
N 85° 34' 50" E
146.15'
C' Easement Reserv.
N 64° 40' 39" E
158.82'
100.00'
200.00'
L = 175.61'
67.00'
R = 287.00'
114.61'
N 5° 15' 00" W
100.00'
S 5° 12' W
60.80'
44.14'
R = 337.00'
R = 349.12'
L = 170.02'
50.02'
120.00'
R = 299.12'
149.76'
R = 225.01'
L = 168.24'
39.63'
110.70'
R = 50'
L = 227.69'
50.93'
29.63'
R = 50'
R = 175.01'
L = 106.63'
77.03'
R = 50'
427.91'
R = 75.00'
126.73'
L = 118.17'
42.48'
R = 337.00'
L = 85.06'
42.76'
R = 167.00'
L = 73.54'
R = 217.00'
L = 98.46'
35.72'
R = 125.00'
L = 62.53'
R = 337.00'
L = 65.36'
R = 50'
L = 47.91'
R = 50'
L = 47.91'
R = 15'
L = 23.72'
R = 15'
L = 23.56'
R = 15'
L = 23.56'
R = 15'
L = 23.56

03083M 09-743 9CE





VICINITY MAP 1" = 2000'

GENERAL NOTES

1. Owner - WOODBROOK LLC
2. Deed Reference 16825-20
3. The property shown hereon has been intact since March 16, 1946. The developer's surveyor has confirmed that no part of the gross area of this property as shown on the plan has ever been utilized, recorded or represented as density or area to support any off site dwellings.
4. Tax Map 79 Grid 05 Parcel 161
5. Tax Account No. 0901352460
6. Existing Zoning DR 1 & DR 2
7. Zoning Map NW 8A
8. The property shown hereon lies in Flood Zone C
9. Census Tract - 4905
10. Subsewershed - 54
11. Regional Planning District - 314
12. School Districts
    Rodgers Forge Elementary
    Dumbarton Middle School
    Towson High School
13. there are no underground fuel storage tanks on the site or within 100 feet of property.
14. Accessory structures on the subject property as shown
15. All site runoff must be conveyed to a suitable outfall without imposing an adverse impact on the receiving waterbody, wetland, storm drain or adjacent property.
16. All impervious ares should be limited to 30% of cleared area and conveyed as sheet flow through vegetated areas without concentrating or cause erosion
17. House downspouts are to be discharged onto pervious areas or into dry wells, where feasible.
18. Limit of Disturbance - SHOWN
19. Additional Subdivision of these parcels and/or Lots will require SWM controls for this site and the additional subdivision.
20. The property shown hereon is on the Master Water & Sewer Plan, designated W-1 & S-1.
21. The structure located at 104 WOODBROOK LANE is listed on the MHT Inventory as BA 2357 "SPOTSWOOD" and will be retained as such.
22. There were no previous Hearings or variances found on the property.
23. The property shown hereon is not in the Chesapeake Bay Critical Area.
24. There are no existing wells or septic systems on the subject property.
25. SEWER connection for Lot 3 will require an ejection system.

DENSITY CALCULATIONS

- EXISTING ZONING DR 1
- TOTAL AREA OF TRACT 3.7 Acres
- No. OF LOTS ALLOWED 3
- No. OF LOTS PROPOSED 3
- MIN. LOT SIZE REQUIRED 40,000 Sq.Ft.
- MIN. LOT SIZE PROPOSED 47,480 Sq.Ft.

BALTIMORE COUNTY MINOR SUBDIVISION
Project No.
DEVELOPMENT REGULATIONS
☐ Exempt from Division 2 ☐ Panhandle, exempt from Section 26-202 & 26-206
PDM CERTIFICATION
☐ Approved ☐ Disapproved
By: _____ Date: _____
APPROVED, DEPRM
By: _____ Date: _____

LEGEND

PROPERTY LINE - - - -
LIMIT OF DISTURBANCE - -
SANATARY SEWER MANHOLE - - SSMH
25% SLOPES - - - - -

W. T. SADLER SURVEYORS
152 Westminster Pike
Reisterstown, MD. 21136
410-526-5618

I HEREBY CERTIFY THAT I HAVE REVIEWED WITH DUE DILIGENCE THE MINOR SUBDIVISION COMMENTS DATED _____ AND HAVE PREPARED WITH DUE DILIGENCE THIS MINOR SUBDIVISION PLAN PURSUANT TO THOSE AGENCY COMMENTS.

JAMES C. SADLER REG. No. 449 DATE

OWNER / DEVELOPER

WOODBROOK LLC
Melvin C. Benhoff Jr.
215 Old Padonia Road
Cockeysville, MD. 21030
410-252-0007

DATE	REVISION

Pet Ex #14 #03-218-SPH

MINOR SUBDIVISION PLAN

PLAT OF

"SPOTSWOOD"

104 WOODBROOK LANE

Ninth Election District Baltimore County, MD.
Fourth Councilmanic District

Scale 1" = 40'	DATE: November 1, 2002	Job No. M-415-02

NOV 01 2002

SHEET NW 9A

SHEET NW 8B

SHEET NE 8A

SHEET NW 7A

SUBJECT SITE

D.R. 1 · D.R. 2 · D.R. 3.5 · D.R. 5.5 · D.R. 10.5 · D.R. 16 · BL · BL-AS

APPLEWOOD · BRIGHTSIDE · HURSTLEIGH · TYRCONNELL · RODGERS FORGE · WOODBROOK HIGHLANDS · ELKRIDGE · GOLF COURSE · LAKEHURST

CHARLES STREET · WOODBROOK ROAD · FAIRVIEW RD. · ESTES ROAD · BUCHANAN LANE · MEADOW ROAD · LA GRANGE AVE. · ARMAGH ROAD · TYRONE ROAD SOUTH · TYRONE DRIVE · ARMAGH AVENUE · STEVENSON LANE · DUMBARTON ROAD · STANMORE ROAD · LARK ROAD · BRANTON ALLEY · RODGERS FORGE ROAD · DUNKIRK ROAD · HOPKINS ROAD · BLENHEIM ALLEY · GAYWOOD ALLEY · WAYMOUTH CIR. · WALLWOOD RD. · McKIM AVE. · ST. MICHAEL'S WAY · HADDON HALL RD. · HADDON CT. · SISTERS OF MERCY · OVERLOOK ROAD · OVERLOOK LANE · BELLINGHAM CT. · LAKEVIEW ROAD · TENNIS COURTS · TENNIS COURT · POND · TRAIL · RES. · Cochrans Pond

N 32,000 · N 31,000 · N 30,000 · N 29,000 · N 28,000 · W 6,000 · W 4,500 · W 3,000 · W 1,500 · W 1,000 · W 4,500 · W 3,000

0-SE N-SW
0-NE N-NW

2000 COMPREHENSIVE ZONING MAP
ADOPTED by
THE BALTIMORE COUNTY COUNCIL
OCTOBER 10, 2000
Bills Nos. 87-00, 88-00, 89-00, 90-00, 91-00, 92-00, 93-00,

Joseph Bartenfelder
Chairman, County Council

THIS MAP HAS BEEN REVISED IN SELECTED AREAS.
TOPOGRAPHY COMPILED BY PHOTOGRAMMETRIC METHODS
BY BUCHART-HORN, INC. BALTIMORE, MD. 21210

BALTIMORE COUNTY
OFFICE OF PLANNING AND ZONING
OFFICIAL ZONING MAP

SCALE	LOCATION	SHEET
1" = 200'±	RODGERS FORGE	N.W. 8-A
DATE OF PHOTOGRAPHY JANUARY 1986		

NW 8 A

03-218-SPH

PLANIMETRICS PLOT

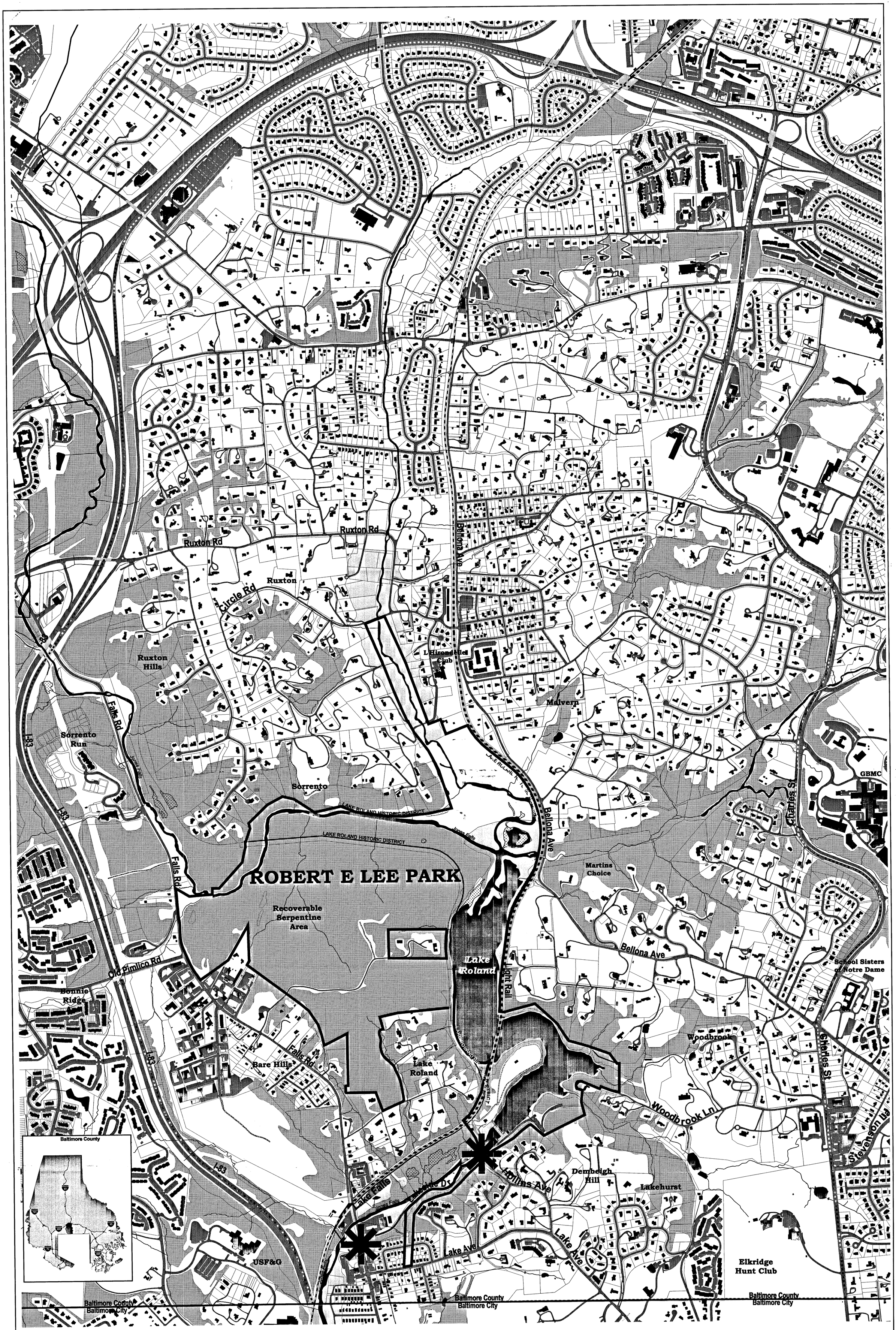
PETITIONER'S EXH 25



Baltimore County GIS Services Unit Date of Photography: March 1995 Scale: 1 inch = 200 feet

Baltimore County Tile: 079c1

PETITIONER'S EXH 23



Robert E. Lee Park Study

Key to Features

- PARK BOUNDARY
- PARCEL BOUNDARIES

STRUCTURES
- BUILDINGS UNDER CONSTRUCTION
- COMMERCIAL/INDUSTRIAL BUILDING
- GARAGE
- INSTITUTIONAL BUILDING
- OTHER STRUCTURES
- RESIDENTIAL BUILDING

ROAD FEATURES
- BRIDGES
- HIDDEN ROADS
- OVERPASSES
- PAVED PATH
- PAVED ROADS, ALLEY, PARKING LOTS, DRIVEWAYS
- UNPAVED ROADS

HYDROGRAPHIC FEATURES
- DOUBLE LINE STREAMS/RIVERS/LAKES/PONDS
- WETLANDS/SWAMPS

VEGETATION
- VEGETATION

RAIL LINES
- LIGHT RAIL

NATIONAL REGISTER DISTRICT
- LAKE ROLAND DISTRICT BOUNDARY

W E S

Scale

600 0 600 1200 Feet

Data Sources:
Planimetric Data: Baltimore County OIT GIS Services Unit (1:2400)

Coordinate System:
Maryland State Plane: NAD83/91 Horizontal Datum
Elevations in Feet: NAVD88 Vertical Datum

Date of Data Capture: March 1996
Scale of Data Capture : 1" = 100'

Prepared by:
Baltimore County Office of Planning
401 Bosley Avenue
Towson, Maryland 21204
December, 2002

world5\wrkgrps\opz\jen\ev-projects2002\anne\robelee_plan.apr

Ref Exh #17

BUCHANAN ROAD

ESTES ROAD

BUCHANAN ROAD

WOODBROOK LANE

MEADOW WOODLEY

WOODBROOK

LOCATION MAP SCALE

MURRAY HILL

CURVE DATA

No.	Radius	Δ	Arc	Tan.	Chord	L.C.B.
1	146.00'	26°47'00"	68.26	14.18	67.63	N 03° 30' E
2	462.00	26°15'00"	211.64	38.34	209.77	N 7° 32' 15" W
3	217.00'	24°18'00"	92.46	46.62	91.78	N 1° 32' 15" W
4	75.00'	24°18'00"	31.52	15.98	31.28	N 25° 50' 45" E
5	135.00'	24°18'00"	57.25	29.03	56.82	N 25° 50' 45" E
6	337.00'	15°21'00"	90.31	45.46	90.04	N 33° 00' 30" E
7	287.00'	35°21'33"	175.61	90.80	172.85	N 25° 49' 45" E
8	28.00'	90° 35'35"	29.00	18.57	26.08	N 45° 48' 00" E
9	110.00'	73° 55' 17"	28.68	120.00	112.00	N 45° 48' 00" E
10	287.00'	28°58' 11"	145.06	74.48	143.51	S 61° 54' 23" E
11	344.12'	27° 54' 08"	170.00	86.76	168.28	S 61° 54' 23" E
12	337.00'	17° 54' 08"	44.00	22.20	43.97	S 61° 54' 23" E
13	75.00'	90° 21' 30"	118.30	75.37	106.47	S 25° 32' 45" E
14	47.00'	24°49'17"	20.36	10.34	20.20	S 77° 17' 39" E
15	47.00'	146°00'08"	119.77	158.00	89.89	S 25° 21' 45" E
16	47.00'	24°49'27"	20.36	10.34	20.20	S 64° 01' 48" E
17	176.50'	34°56'28"	107.66	55.61	106.00	N 51° 53' 10" E
18	225.00'	42° 50'00"	168.21	88.27	164.35	N 51° 53' 10" E
19	50.00'	84° 58' 58"	74.16	45.97	67.60	S 11° 08' 09" E
20	50.00'	33° 46' 53"	29.63	15.24	29.19	N 82° 44' 32" E
21	80.00'	100° 54' 58"	141.00	97.69	123.75	S 60° 56' 29" E

G.L.B. # 18 Folio 30

NOTE:- Bearings and Coordinates are related to reverse of the Baltimore County Metropolitan District. Roads, streets and alleys are shown on this plat for the purpose of description only and not for the purpose of dedication.

NOTE:- W.R. & E. Outlines from Survey by Albert G. Pohlman

OWNERS CERTIFICATE:- Certification is hereby made that the requirements set forth in Section 128 Article 17 of Annotated Code of Maryland, and Chapter 106, Acts of 1947 have been complied with in this plat.

CERTIFICATION:- Certification is hereby made that the plat was compiled by G.W. Stephens, Jr. & Associates and that it meets the requirements of Section 128 Article 17 of Annotated Code of Maryland 1947 Supplement.

Reg. No. 437

Approved as to alignment and location of Streets

Chief Engineer of Baltimore County

Approved by Baltimore County Planning Commission

Director

BALTIMORE COUNTY MD. ELECTION DISTRICT No. 9

SCALE: 1 INCH = 50 FT.

MAY 19, 1952

T. BUCHANAN BLAKISTON

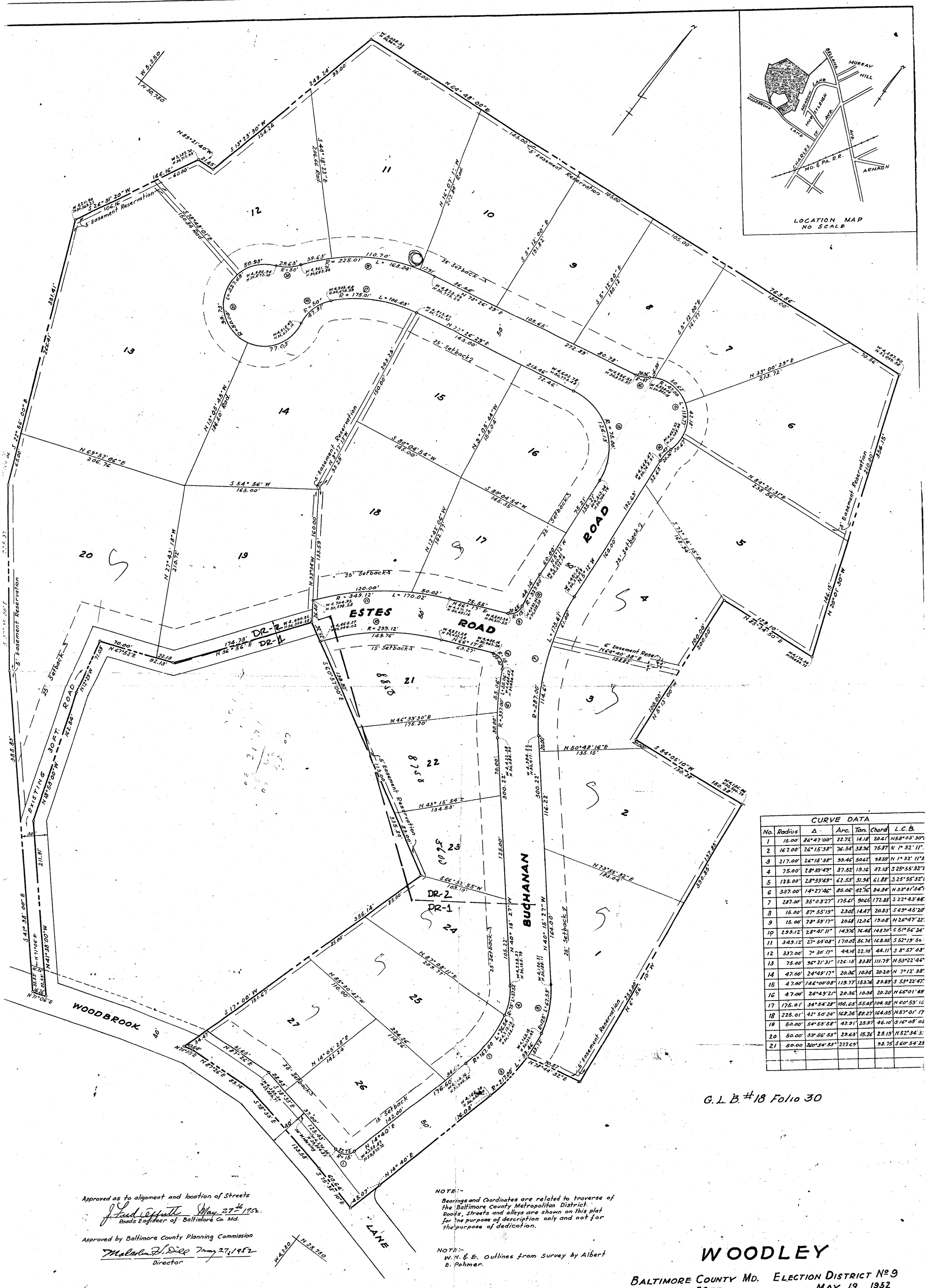
1116 FIDELITY BUILDING

DEVELOPER

BALTIMORE-MD.

Plat 12A

12 of 12


N 30,750
W 5,250
N 89° 21' 40" W
21.65'
60.00'
166.16'
S 26° 31' 20" W
106.16'
5' Easement Reservation
249.24'
95.00'
S 13° 23' 30" W
154.24
N 89° 48' 00" E
160.00'
193.00'
5' Easement Reservation
105.00'
105.00'
S 44° 18' 23" E
206.66' Rad.
N 16° 07' 17" W
217.88' Rad.
S 5° 12' 00" E
191.82'
S 5° 12' 00" E
180.12'
S 5° 12' 00" E
161.77'
763.56'
180.00'
N 33° 00' 29" E
213.72'
70.56'
331.41'
266.41'
S 22° 56' 00" E
65.00'
N 69° 57' 06" E
206.76
S 54° 56' W
165.00'
N 13° 05' 45" W
186.60' Rad.
5' Easement Reservation
N 9° 17' 13" W
93.25'
S 30° 04' 54" W
145.00'
N 9° 05' 44" W
154.04'
S 80° 04' 54" W
145.35'
N 12° 42' 06" W
152.77'
N 27° 43' 18" W
210.72'
N 33° 14' W
133.59'
160.00'
25' Setback
25' Setback
25' Setback
25' Setback
ESTES ROAD
50'
ROAD
N 5° 12' W
60.00'
N 5° 12' W
160.00'
N 84° 25' 31" E
238.56'
S 72° 14' 15" E
168.94'
5' Easement Reservation
210.00'
356.15'
N 20° 01' 30" W
146.15'
192.63'
32.63'
20.62'
R = 25.00'
126.13'
R = 287.00'
114.61'
L = 175.61'
61.00'
5' Easement Reservation
N 64° 40' 38" E
138.82'
100.00'
200.00'
129.10'
N 85° 24' 50" E
100.00'
N 5° 13' 00" W
N 50° 48' 16" E
135.15'
S 84° 05' 10" W
130.28'
300.22'
116.22'
N 73° 55' 32" E
193.04'
390.85'
132.85'
N 40° 15' 27" W
164.00'
N 40° 15' 27" W
105.22'
25' Setback
25' Setback
N 87° 08' 11" E
209.77'
N 85° 30' 42" W
110.00'
224.26'
114.26'
N 14° 05' 28" E
142.24'
S 17° 00' W
151.67'
S 66° 52' 55" W
109.13'
DR-2
DR-1
356.14'
85.00'
85.00'
N 43° 15' 54" E
134.53'
5' Easement Reservation
335.29'
83.00'
125.00'
300.22'
N 14° 40' E
45.07'
N 14° 40' E
176.60'
15' Setback
142.00'
R = 167.00'
L = 76.54'
R = 217.00'
L = 93.46'
R = 337.00'
L = 87.51'
R = 337.00'
L = 44.14'
R = 349.12'
L = 170.02'
R = 299.12'
149.76'
L = 168.24'
R = 225.01'
110.70'
39.63'
29.63'
50.93'
R = 50'
L = 22.69'
R = 50'
47.91'
R = 175.01'
L = 106.63'
86.46'
N 78° 26' 29" E
105.65'
N 78° 26' 29" E
143.00'
25' Setback
25' Setback
215.46'
72.26'
50.42'
R = 47'
119.77'
42.18'
R = 337.00'
50.02'
75.55'
N 66° 17' E
63.27'
15' Setback
174.73'
DR-2
DR-1
N 36° 56' E
70.00'
N 67° 52' E
92.13'
22.13'
71.09'
N 12° 23' W
30 FT. ROAD
EXISTING
N 18° 58' 00" W
162.84'
211.31'
30'
S 41° 38' 00" E
N 71° 06' E
N 41° 38' 00" W
388.83'
WOODBROOK
40'
N 71° 06' E
34.47'
N 87° 26' E
81.45'
N 87° 26' E
39.14'
S 78° 33' E
40'
92.00'
125.43'
S 75° 58' 10" E
60.64'
S 75° 58' 10" E
45.07'
LANE
N 14° 40' E
15' Setback
142.00'
N 14° 40' E
50'
176.03'
N 79° 44' 32" E
70.57'
5' Easement Reservation
253.00'
N 6° 56' W
BUCHANAN
DR-2
DR-1
S 66° 52' 55" W
109.13'
N 43° 15' 54" E
134.53'
5' Easement Reservation
335.29'
83.00'
125.00'
N 73° 55' 32" E
193.04'
390.85'
132.85'
N 50° 48' 16" E
135.15'
S 84° 05' 10" W
130.28'
300.22'
116.22'
N 40° 15' 27" W
164.00'
N 40° 15' 27" W
105.22'
25' Setback
N 87° 08' 11" E
209.77'
N 85° 30' 42" W
110.00'
224.26'
114.26'
N 14° 05' 28" E
142.24'
S 17° 00' W
151.67'
356.14'
85.00'
85.00'
S 41° 38' 00" E
N 71° 06' E
N 41° 38' 00" W
388.83'
211.31'
30'
EXISTING
30 FT. ROAD
N 18° 58' 00" W
162.84'
N 12° 23' W
71.09'
70.00'
N 67° 52' E
92.13'
22.13'
N 36° 56' E
174.73'
DR-2
DR-1
15' Setback
N 46° 39' 30" E
175.20'
5' Easement Reservation
138.80'
S 60° 57' 00" E